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Local Probate District Registrars.

THE OFFICE of Registrar of a local probate district registry is one of the comparatively few appointments in connection with the courts which are open to solicitors; but of late years we believe that these posts have been frequently filled by the appointment of officials from Somerset House. We are glad to learn that the President of the Probate Division has departed from this practice, and has appointed Mr. JOHN MOORE-BAYLEY, solicitor, of Birmingham, Registrar of the Warwickshire Probate District Registry, the district of which includes Birmingham. The thanks of the profession are due to the learned President, not merely because of the personal qualifications of his appointee, and of the selection for the post of a member of a profession whose training and work specially fit its members for such posts, but also because the appointment has been made without regard to politics, Mr. MOORE-BAYLEY being well-known as a strong Unionist.

Solicitor's Liability for Breach of Warranty.

THE COURT of Appeal, in *Simmons* v. *Liberal Opinion (Limited)*, *Re Dunn* (*ante*, p. 315), have reversed the decision of Mr. Justice DARLING as to the liability of a solicitor who accepts service of, and enters appearance to, a writ issued against a corporation which in fact had no legal existence. In the well-known case of *Yonge* v. *Toynbee* (1910, 1 K. B. 215) a solicitor who commenced proceedings on the instructions of a plaintiff who turned out to be of unsound mind, and therefore unable to deliver a binding retainer—a fact unknown at the time to the solicitor—was held to have warranted the existence of his client, and therefore to be liable for any costs thrown away by the defendant as the result of the proceedings. In the recent decision this principle has been extended to the case in which an action is brought against a non-existent defendant company on whose behalf a solicitor enters an appearance, and the Court of Appeal have ordered the latter to pay all the costs of the action which the plaintiff was otherwise unable to recover. As the case is one of great importance to solicitors, we trust that the decision of the final Court of Appeal will be taken upon it.

The Perjury Bill and the Offence of Perjury.

THE PERJURY BILL, an Act to consolidate and simplify the law relating to perjury and kindred offences, brought into the House of Lords by the Lord Chancellor, repeals a number of statutes reaching back as far as the reign of HENRY VIII., and reproducing or otherwise dealing with provisions in these Acts. The object, it will be seen, is not to alter the existing law, but to bring it into a more convenient form. The progress of civilization has not been accompanied by a decline in the offence of perjury. Many years have passed since Archdeacon PALEY, in his work on Moral Philosophy, referred to the recklessness with which certain official and customary oaths were taken and afterwards disregarded, and we have recently read a passage from a report of the Special Tax Commissioner to the New York Legislature in which he says: "Oaths as a matter of restraint or as a guarantee of truth in respect to official statements have in great measure ceased to be effectual; or, in other words, perjury, direct or constructive, has become so common as to almost cease to occasion notice. This is the all but unanimous testimony of officials who have of late had extensive experience in the administration of both the national and state revenue laws." We sincerely hope that the declarations which the recent additions to the scale of taxation in this country render necessary may not have the tendency as regards perjury which similar taxation has produced in other States. Should this hope be vain it will be another illustration of the fact that laws without morality are helpless.

The Indexes to Law Books.

WE READ in the *Westminster Gazette* that at the hearing of a case at the Nottingham Assizes Mr. Justice CHANNELL remarked, in regard to legal reference books in general, that there was plenty of matter in the books, but the indices were so arranged as to make it almost impossible to find what one wanted. If any member of the bar had plenty of time at his disposal, he might usefully employ it in the compilation of an index to these volumes. We cordially agree with the observations of the learned judge, though we think there has been some improvement in the indices which have been published within the last few years. We cannot, however, be surprised at any lack of improvement in this particular industry. An index, good or bad, involves dull and arduous labour—labour which is nearly always poorly paid, and labour which adds little or nothing to the learning or skill of the labourer. It has, indeed, of late years, become the fashion in the prefaces to law books to speak with some respect of the manner in which the task of preparing the index has been executed, and it is perhaps no longer usual to speak of an index maker as one engaged in the humblest department of literary labour. The index to a law book, if judiciously arranged, is in the nature of a digest of the law, and the preparation of a digest of the different chapters of the law is the best introduction to the preparation of a code.

Marshalling between Legatees.

THE DOCTRINE of marshalling has been usually applied as between persons interested in the real and personal estate of a testator, and is founded on the principle that if a creditor, who can resort to either estate, resorts to the personal estate, his choice shall not determine whether pecuniary legatees shall be paid or not. Accordingly the legatees are entitled to stand in his place against the real estate descended: *Aldrich* v. *Cooper* (8 Ves., p. 396). But the principle equally applies whenever property is applied in payment of debts out of its due order, and the beneficiary whose property has been so applied is entitled to compensation out of the property which was the proper fund for payment. In the recent case of *Re Broadwood* (1911, 1 Ch. 227) the question arose between a specific legatee of shares and pecuniary legatees. Some of the shares had been transferred to a creditor in payment of his debt. There was residuary personal estate, but this was not sufficient to pay two legacies of £10,000. The pecuniary legacies, however, were liable for debts before the specific legacy, and accordingly the value of the shares which had been transferred had to be made good at their expense. The specific legatee was an infant at the testator's death, and was only entitled to the shares contingently on his attaining twenty-one. When he attained that age the shares had fallen in value. Hence there was a further question whether he was entitled to compensation on the footing of their value at the testator's death or at his attaining twenty-one. NEVILLE, J., held that the latter value was to be taken, since this represented the actual loss to him. Similarly in *Morley* v. *Bird* (3 Ves. 629), where stock specifically bequeathed had been sold by the executor, the legatee was held to be entitled to the value of the stock at the end of a year from the testator's death, the date when it should have been transferred to him.

Mortgages of Heirlooms.

IN THE RECENT case of *Re Thynne* (1911, 1 Ch. 282) NEVILLE, J., held that a reversionary interest in settled chattels is a *chose in action* within the meaning of the Bills of Sale Acts, so that a mortgage of such interest does not require registration as a bill of sale. This is in accordance with the decision of WILLS, J., in *Re Tritton, Ex parte Singleton* (61 L. T. 301). Under section 4 of the Bills of Sale Act, 1878, the expression "bill of sale" includes assurances of personal chattels, and the expression "personal chattels" is defined to mean articles capable of complete transfer by delivery, but it does not include *choses in action*. In *Re Tritton* (*supra*) a testator gave to his wife the right to the possession of his pictures during his life, and subject to this, bequeathed the pictures to his son absolutely. The son assigned his reversionary interest under the will by way of mortgage and afterwards became bankrupt. WILLS, J., held that his interest in the chattels was a *chose in action*; hence the mortgage was not a bill of sale and was effectual against the trustee in bankruptcy. In *Re Thynne* the circumstances were similar, except that the chattels were settled by means of the intervention of a trustee. Under the will of a testator who died in 1881 certain articles of jewellery and ornament were settled as heirlooms to follow the limitations of real estate under a settlement. In 1890, during the life of the tenant for life, the tenant in tail in remainder mortgaged all his interest under the settlement and will, and in 1891 became bankrupt. The tenant for life died in 1910. It was argued for the trustee in bankruptcy that the expression *choses in action* in the Bills of Sale Act, 1878, referred to legal *choses in action*, but it seems to be quite immaterial whether the *chose in action* is legal or equitable. The *choses in action* referred to must be rights in chattels, and the expression denotes cases where a person has an interest in chattels, but has not the immediate right to physical possession. In such case he obtains no credit by being in the apparent possession of the chattels, and, both on the terms of the Acts and on principle, an assurance of a reversionary interest in settled heirlooms is outside their scope.

The Meaning of "Domestic Purposes."

THE DIFFICULTIES which attend upon the judicial interpretation of statutes are aptly illustrated in a recent series of cases which have arisen under various Acts relating to water supply. As a result of the Waterworks Clauses Acts of 1847 and 1863, the general law, except so far as modified by the special Act which every water company must obtain, is that a consumer is entitled to a supply of water for "domestic purposes," for which he must pay a water rate assessed on the rateable value of his premises. He is not entitled as of right to a supply of water for any non-domestic purpose, but the undertakers may give him such supply by agreement. In most cases, however, the special Act gives him—with certain limitations as to the prior requirement of "domestic supply"—a right to a supply of water for trade and other similar purposes upon payment for the same by meter at a rate fixed in the Act. Finally, the Metropolitan Water Board (Charges) Act, 1907, has a peculiar provision of its own. It contains the usual clauses which enable a supply of water "for domestic purposes" to be obtained by assessment on rateable value, and a supply for other purposes by meter. It goes on, however, to provide, in section 9, for a certain difference between the rating of premises which receive a supply for "domestic purposes,"

according as they happen to be "dwelling-houses" or other buildings. "Domestic purposes" is also defined as excluding, *inter alia*, "railway purposes" and trade purposes. Now, in the recent case of *Metropolitan Water Board* v. *Colley's Patents (Limited)* (*ante*, p. 311) the question arose as to whether water supplied to a factory for the cleansing of lavatories which the employer is bound to supply under the Factory Acts is a supply for "domestic purposes" or for "trade purposes." If the former, the factory was liable to be assessed to the water rate on its full rateable value, as well as to pay by meter for water used in the running of its machines. If the latter, the factory need only pay by meter for the quantity of water actually consumed.

The Test of "Domestic" or "Trade" Purposes.

A SERIES of recent cases, decided under this and other statutes, has decided that the test of "domestic" or "trade" purposes is not the character of the *premises*, but the nature of the user. Thus water supplied to a workhouse, a boarding-house or a boarding-school is supplied for "domestic purposes," since the user of the water is that of ordinary domestic life: *S.W. Suburban Water Co.* v. *St. Marylebone Union* (1904, 2 K. B, 174), *Frederick* v. *Bognor Water Co.* (1909, 1 Ch. 149). From this principle that the test is the "user" not the "premises" one would naturally suppose that water supplied to the lavatories of a railway station was supplied for "domestic purposes." But last year, in the case of *Metropolitan Water Board* v. *London, Brighton and South Coast Railway* (1910, 2 K. B 891) Mr. Justice PHILLIMORE added a refinement to the doctrine, which was accepted by the Court of Appeal. He held that "'domestic purposes' must relate to use 'at a *domus* or domicil'" as well as for the ordinary user of civilized life. Since a railway station does not bear the character of a domicil, no water supplied to it can bear the character of a supply for "domestic purposes." At first sight, the plain man would suppose that a factory was not a "domicil," and that, therefore, the water supplied to factory lavatories could not be for "domestic" purposes. But two recent cases (*South Suburban Gas Co.* v. *Metropolitan Water Board* (1909, 2 Ch. 666) and *Metropolitan Water Board* v. *Colley's Patents (Limited)* (*supra*) refuse to take that view—at least in areas subject to the Metropolitan Water Board and its Act. The ground of distinction appears to be that at a railway station only casual passengers on their way from one place to another use the water, whereas at a factory there is a permanent user all day long by the same persons; therefore, in the language of COLERIDGE, J., the building is their domicil for the domestic purpose of using the conveniences during the hours of their employment. In the last mentioned case both the Divisional Court and the Court of Appeal were divided in opinion, so that we may expect an appeal to the House of Lords. Certainly, at present, it is not easy to reconcile all the decisions upon this point without resorting to arguments which are too refined for ordinary common sense.

Purchaser Under a Contract Voidable for Fraud.

THE REPORT of the judgments in the Court of Appeal in *Whitehorn Brothers* v. *Davison* (1911, 1 K. B. 463) contains instructive reading as to the ultimate title to goods which have been obtained by fraud. One BRUFORD, who was a dealer in pearls, induced the plaintiffs to let him have a pearl necklace, the price of which was £1,400, on his representation that he had a customer for it. The customer was a myth, but after some delay the plaintiffs consented to take BRUFORD'S bills for the price. Meanwhile, BRUFORD had pledged the necklace with the defendant for £875, and subsequently the defendant made a further advance. The bills were dishonoured at maturity. The question was discussed whether the necklace had been obtained by larceny by a trick, or by contract voidable for fraud. Apparently there was no larceny, since the plaintiffs, though they may not have intended to pass the property in the necklace to BRUFORD, at any rate intended to give him power to dispose of it. A man may, said BUCKLEY, L.J., steal a chattel, but he cannot steal the power to dispose of a chattel. This, however, was not material, since, if there had been larceny originally, so that the title remained in the plaintiffs, yet the subsequent arrangement shewed that the plaintiffs had intentionally parted with the property and taken bills for the price. Hence the question was whether they could avoid the contract and retake the necklace as against the defendant. This depended on whether the defendant took in good faith and without notice of the fraud, and the jury found at the trial that he did not. But in such a case, the Court of Appeal held, the onus of proving notice and want of good faith lies on the plaintiff who seeks to avoid the contract, and not on the defendant who has taken a title under it; and since it was further held that there was no evidence to support the finding of the jury, this onus had not been discharged. Hence judgment was entered for the defendant. Section 23 of the Sale of Goods Act, 1893, enacts that when the seller of goods has a voidable title, but his title has not been avoided at the time of the sale, the buyer acquires a good title, provided he buys in good faith and without notice. But this does not alter the usual rule under such circumstances and shift to the buyer the onus of proving that he is within the proviso.

Estate Duty on Sums Due Under Settlements.

WHEN REAL estate passing on death is subject to a charge of a capital sum in favour of beneficiaries under the will of the deceased or under a prior settlement, it is natural that this sum, since in effect it represents part of the real estate, should pay its rateable share of estate duty, and provision to this effect is made by section 14 (1) of the Finance Act, 1894. Thus, in the case of property which does not pass to the executor as such a rateable part of the estate duty may be recovered by the executor, if he has paid the duty, from the person entitled to any sum charged on the property under a disposition not containing any express provision to the contrary. But in cases where the sum, although charged on real estate, is payable under a covenant by the testator contained in a marriage settlement, and his personal estate is sufficient for the payment, the charge is in fact prejudicial to the settlement, since on the terms of section 14 it throws on the settled sum a rateable proportion of the estate duty on the land, while if there was no charge it would be free from duty. This result has led to attempts both in Scotland and in England to place a construction on the section which will exclude such sum from liability. In *Alexander's Trustees* v. *Alexander's Trustees* (1910, Sessions Cases, 637) it was argued that the settled sum, if actually paid out of personal estate, was not charged on the land within the meaning of the Act; and further, that section 14 was not intended to apply to debts, but only to sums charged on the land. But it is perhaps difficult to adopt this construction having regard to the terms of section 14, and it was rejected by the Court of Session. That the sum is charged on the land is obvious, and there appears to be nothing in the section to exclude it on the ground that it is also a personal debt. It is anomalous that the creditor should have to pay part of the debtor's estate duty; but if it were a debt incurred for money or money's worth, it would, as Lord LOW pointed out, be excluded in estimating the value of the property, and in fact the sum is not so much a debt as a family provision. The same point arose in *Re Dixon-Hartland* (*ante*, p. 312), where by marriage settlement the testator covenanted to pay £14,286, and charged this on certain lands, giving the trustees power to resort either to the land or to his personal estate. The land was worth some £12,000. His personal estate was £105,000, and the executors paid £13,000 of the settled sum out of the personal estate. They claimed to retain the balance for estate duty paid by them on the real estate. SWINFEN EADY, J., followed the judgment of the Court of Session, and held that they were entitled to do so. But though, on the words of section 14, this result may be right, it is opposed to the scheme of the Act. The effect appears to be to allow the land to pass to the persons entitled to it free from duty.

Building Contracts and Liens.

THE LAW regulating specific liens has seldom of late years been the subject of discussion in the courts, the reason no doubt

being that the principles upon which it is founded are well ascertained. Where a bailee has expended his labour and skill in the improvement of a chattel delivered to him, he has a lien for his charge in that respect. The artificer to whom the goods are delivered for the purpose of being worked up into form; the farrier by whose skill an animal is cured of a disease; or the horse breaker by whose skill he is rendered manageable, have liens on the chattels in respect of their charges. And all such specific liens being consistent with the principles of natural equity are favoured by the law, which is construed liberally in such cases. Those, however, who are not acquainted with the leading principles of English law may think it strange that no lien exists in favour of a builder on the house which he has erected. They are informed that the rule *quidquid plantatur solo, solo cedit*, is wholly inconsistent with the possession which is essential to a lien, and that the only case in which such a claim has been preferred by the builder is apparently *Johnson* v. *Crew* (5 Up. Can. Q. B. O. S. 200), where it was rejected by the court. The builder might indeed stipulate in the contract that he should have a lien in respect of the work done and materials provided on the premises of his employer, but these contracts, as the result of severe competition, are usually so framed as to give liens to the employer on the plant and materials of the builder, who can only rely on the personal liability of the owner of the building.

Request for Secrecy in Bankruptcy Proceedings.

In a recent application on behalf of a debtor before Phillimore, J., sitting in bankruptcy, it was stated that the failure of the debtor occurred some years since, and that he had not asked for his discharge. He had, however, since then worked diligently in his vocation, and the court had recently made an order annulling the adjudication on the ground that all the creditors had been fully paid. The debtor desired that this annulment of the adjudication should not be inserted in the *Gazette*, as the advertisement of his previous failure, which had long since been forgotten, was calculated to injure him in his business. The learned judge rejected the application, and we cannot feel any surprise at his decision, though it seems rather hard on the debtor. But in such a case, where it is known that a debtor has shewn a real anxiety to discharge his liabilities, there will be no lack of sympathy with his difficulties—a sympathy which is often accompanied by a generous impatience of any attempt to refer to them for the mere purposes of ill-natured scandal.

Corroboration of the Evidence of an Accomplice.

Cases in which considerations arise as to the evidence of an accomplice are constantly occurring. They are often of considerable importance and present some difficulties. On the one hand, the desire to bring to justice a person against whom there exists strong suspicion of guilt of a crime is necessary and most right and proper, while, on the other hand, equally just is the principle that a man should not be lightly deprived of his liberty where the main evidence is that of a participator or participators in the crime unless there is some independent trustworthy evidence substantiating to some degree the tainted evidence. The difficulties arise with regard to the nature and extent of the corroboration required, and to the duty of the judge or presiding chairman at the trial to direct the jury.

Since the establishment of the Court of Criminal Appeal some dozen cases have been before the court which have involved consideration of these points, and as the result of the decisions of the court is far from being as clear as is desirable, some discussion of the matter is perhaps not out of place. It is necessary to a right understanding of the subject to see, first of all, how the matter stood before the Criminal Appeal Act came into force.

From very early times an accomplice has been a competent witness upon whose evidence alone, without any confirmation by another witness or other evidence, the jury were entitled to convict an accused person: 1 Hale (1672), 303, 304, 305. But the danger of founding a conviction upon such tainted materials was soon recognized, and it became a rule of practice for judges to caution the jury that, unless the evidence was in fact supported to some extent by other independent testimony, it was unsafe to act upon it at all: *R.* v. *Jones* (1809, 2 Camp. 131), per Lord Ellenborough. Opinions differed as to the exact nature and extent of the corroboration required, but the cases, on the whole, reveal a tendency towards a stricter practice. At first all that was necessary was confirmation of some of the particulars or circumstances deposed to by the accomplice, and if that was forthcoming by means of independent evidence it was enough to make the whole story sufficiently reliable for the jury, if they chose, to act upon it, though there was no confirmation bearing directly upon the guilt of the persons accused: *R.* v. *Atwood* (1787, 1 Leach 464), *R.* v. *Birkett* (1813, R. & R. 251), *R.* v. *Dawber* (1821, 2 Camp. 133).

The next step was to realize the insufficiency of this kind of confirmation. As early as 1787 we find doubt expressed as to whether the corroboration of the accomplice by the prosecutor of all the circumstances that passed when the offence (robbery) was committed upon the latter except as to the persons committing the crime was sufficient in the absence of "any other evidence that could materially affect the case," but the twelve judges to whom the doubt was referred answered that the corroboration was sufficient to support the conviction, inasmuch as a conviction founded upon the uncorroborated evidence of an accomplice was quite legal: *R.* v. *Atwood* (*supra*). The doubts, however, increased in intensity. In 1834 it was said that "everyone will give credit to a man who avows himself a principal felon for at least knowing how the felony was committed," and it was held that the mere confirmation by independent evidence of the fact that a ladder was taken away from certain premises as a means of gaining ingress into the warehouse broken into was no corroboration at all, but that what was wanted was "something that goes to bring the matter home to the prisoner": *R.* v. *Webb* (1834, 6 C. & P. 595). So also in another case in the same year it was held that the corroboration ought to be "as to some fact or facts the truth or falsehood of which go to prove or disprove the offence charged against the prisoner," and that corroboration as to collateral facts which did not connect the accomplice and the prisoner together or the prisoner with the crime was insufficient: *R.* v. *Addis* (1834, 6 C. & P. 388). Again, two years later, Baron Alderson says, "The confirmation I always advise juries to require is a confirmation of the accomplice in some fact which goes to fix the guilt on the particular person charged": *R.* v. *Wilkes* (1839, 7 C. & P. 272). In a case often quoted (*R.* v. *Farler*, 1837, 8 C. & P. 106) the jury were directed that corroboration in some material circumstance affecting the identity of the party accused was the sort of corroboration they should have before acting upon the evidence of the accomplice. There was independent evidence that the accused and the accomplice had been drinking together at a public-house the evening the offence was committed; that they had stayed in the house together till closing time and then left together, but in the face of other evidence that the accused lived quite close to, and used, the house, it was suggested by the judge that the corroboration was too slight to justify a conviction. In another case, a little later, where it was urged that the confirmation need not be as to the party accused, and a case decided in 1836 was quoted in support of this argument (*R.* v. *Hastings*, 7 C. & P. 152), it was said that "in the majority of recent cases it is laid down that the confirmation should be as to some matter which goes to connect the prisoner with the transaction": *R.* v. *Dyke* (1838, 8 C. & P. 261). In other cases corroboration as to some of the accused but not as to others was considered, as against the latter, not to be corroboration which made it safe to convict them: *R.* v. *Wells* (1829, M. & M. 326); *R.* v. *Jenkins* (1845, 1 Cox 177).

Long before the Criminal Appeal Act, therefore, the nature of the corroboration which, in the opinion of most judges, alone rendered it safe for the jury to act upon the story of the accomplice as a whole was established. Different words were used to express it, but they all practically amounted to the same thing—

viz., that the corroboration must be in material circumstances which connected the person accused with the commission of the offence charged. It was, of course, not necessary that the accomplice should be confirmed as to all the parts of his story by evidence directly implicating the accused, as then the testimony of the accomplice would be unnecessary altogether: see *R.* v. *Mullins* (1848, 3 Cox 526, at p. 531, per MAULE, J.).

On the other hand, it never became a rule of law that corroboration of this kind was essential to the validity of a conviction. On this point there was no real departure from the decision in *R.* v. *Atwood* (*supra*): see *R.* v. *Mullins* (*supra*). In a late case before the Court for Crown Cases Reserved the rule is stated thus: "It is not a rule of law that an accomplice must be confirmed in order to render a conviction valid, and it is the duty of the judge to tell the jury that they may, if they please, act on the unconfirmed testimony of an accomplice. It is a rule of practice, and that only, and it is usual in practice for the judge to advise the jury not to convict on the testimony of an accomplice alone, and they generally attend to the direction of the judge and require confirmation: *R.* v. *Stubbs* (1855, Dears. 555, at p. 556, per JARVIS, C.J.). In this case the court with regret upheld a conviction, leaving it to the Secretary of State to interfere, though there had been no corroboration as regards the accused person on whose behalf the case was stated. This case was approved in *R.* v. *Boyes* (1861, 1 B. & S. 311), and quite recently in an extradition case before a Divisional Court—*Re Meunnier*, 1894, 2 Q. B. 415, at p. 418—CAVE, J., said that he knew of no power to withdraw the case from the jury or to set aside a verdict of guilty on the ground that there was no corroboration of the evidence of the accomplice. But the practice of warning the jury was one which, in the words of Lord ABINGER, C.B., in *R.* v. *Foster*, deserved "all the reverence of law," and it sometimes happened that where the judge considered there was no proper corroboration, and the jury declined to act upon the advice of the judge to acquit the accused, the judge peremptorily directed them to return a verdict of not guilty: *R.* v. *Robinson* (1864, 4 F. & F. 43, POLLOCK, C.B.).

The Legislature, in the meantime, had recognized the wisdom of the common law principle, and in certain offences against women had ordained that corroboration of the woman in some material particular by evidence implicating the accused was essential to a conviction: Criminal Law Amendment Act, 1885, ss. 2 and 3. Whether the words "corroboration in a material particular by evidence implicating the accused" were meant to be the statutory enunciation of what the Legislature regarded as the common law rule with regard to accomplices is perhaps doubtful, though they fairly sum up the real meaning of the expressions already quoted from the cases cited. The words have generally been understood to go beyond the common law rule both as to the nature and extent of the corroboration required, and as to the duty of the judge. On the other hand, it is probable that the statutory enactments have influenced to some extent the later decisions as to the common law doctrine. There are not wanting expressions in some recent judgments which seem to indicate that there is no real difference between the two either as to the nature and extent of the corroboration or as to the duty of the judge. But the latest cases before the Court of Criminal Appeal throw doubt upon what was considered to be the established rule, and as in other respects the decisions are not easy to reconcile, the cases before that court call for consideration in detail.

The court had barely existed a month when an appeal came before it in which the only evidence was that of an accomplice, and there had been no direction to the jury such as was approved in *R.* v. *Stubbs* and *R.* v. *Meunnier* (*supra*): *R.* v. *Tate* (72 J. P. 391). The court quashed the conviction on the double ground of absence of caution by the judge, and absence, in the opinion of the court, of any substantial corroboration. In the judgment the statement of the law by CAVE, J., in *R.* v. *Meunnier* (*supra*) was quoted with approval, with the exception that, in the opinion of the Lord Chief Justice, it should have been said that there was no power to set aside the verdict of the jury "if the jury had been directed according to the usual practice." The expression of Lord ABINGER in *R.* v. *Farler* (*supra*), that the practice of directing the jury in these terms "deserves all the reverence of law," was also quoted with approval.

In the next case, *R.* v. *Barrett* (1 Cr. App. R. 64), the judge had again not given a proper direction, but the court refused to interfere on the ground that there was in fact ample corroboration of the story of the accomplice, some of it being afforded by statements made by the appellant himself. In *R.* v. *Jacobs* (1 Cr. App. R. 215) there had been a proper direction, but the evidence of corroboration of the part taken in the crime by the accused was slight, since it consisted almost entirely of denials by the accused that he knew the accomplice—a denial proved by independent evidence to be false. There was abundant corroboration of the details of the story apart from the identity of the accused. The court held that the corroboration was sufficient.

In *R.* v. *Everest* (73 J. P. 268), the nature of the corroborative evidence required was directly in issue. The presiding deputy chairman had warned the jury as to the necessity for corroboration though not quite in the usual terms, and had suggested that certain independent evidence was corroboration which the jury might consider sufficient to make the evidence of the accomplice reliable. The Court of Appeal, however, held that one part of it was only corroborative of an incident in the story quite consistent with the innocence of the accused, while the other parts were only corroborative of details of the story which had nothing to do with the accused, and that, therefore, there was no corroboration of the kind required, which was said to be corroboration in material particulars implicating the accused—the very phraseology used in the Criminal Law Amendment Act, 1885. The conviction was quashed on this ground.

This case was followed in another which came before the court shortly after, and again the same words were used: *R.* v. *Warren* (73 J. P. 359). The presiding chairman had given some direction to the jury as to the need of caution in accepting the evidence of the accomplice, but the conviction was quashed on the ground that there was no sufficient corroboration, and the direction had not been as full as it ought to have been under the circumstances.

These two decisions clearly stated the rule as to the kind of corroboration required. By adopting statutory language the judges, possibly, in this respect went beyond the rule which obtained before the Criminal Appeal Act. This is the view generally entertained, though it is open to serious question whether after all the change has not been one of language only. Some of the terms used in the judgments in the older cases already quoted seem to be equally strong though differently expressed.

It is noteworthy that in a still later case (*R.* v. *Graham*, 74 J. P. 246), where the difference between the kind of corroboration required and the nature of the direction to be given to the jury in trials where the main evidence is clearly that of an accomplice and in trials for offences against women, such as incest or carnal knowledge of girls, where corroboration is not required because the girl or woman is not an accomplice, is pointed out, the rule as to the nature of the corroboration of an accomplice which is required is again stated in the terms of *R.* v. *Everest* and *R.* v. *Warren* (*supra*). In *R.* v. *Kams* (4 Cr. App. R. 8—a difficult case), where the corroboration implicating the accused was extremely slight, the general effect of the judgment is to support the rule as to the nature of the corroboration required established by *R.* v. *Everest*, and in *R.* v. *Mason* (5 Cr. App. R. 171) it was said that confirmatory evidence of some of the details of the story of the accomplice was not corroboration at all, and it was again repeated that what was needed was something to implicate the accused outside the evidence of the accomplice. Two other cases (*R.* v. *Powell* 3 Cr. App. R. 1; *R.* v. *Lucy*, 4 Cr. App. R. 165) do not help much either way since the court held that there was abundant corroborative evidence which in fact implicated the accused.

There is, therefore, a succession of cases all proclaiming the rule in the same terms, and one would have thought that at least the nature of the corroborative evidence required was established beyond all doubt. But in a case which came before the court on the 7th ult. which has not yet been reported (*R.* v. *Havard*

and Lewis), where two persons had been convicted of inciting to commit a burglary and of receiving, on the evidence of an accomplice, corroborated as to some events directly affecting the accused, and which happened both shortly before and shortly after the actual commission of the principal felony, and which therefore could clearly be said to implicate the accused, there occur *dicta* which tend to throw doubt upon the rule as laid down in the cases cited above. It seems to have been said that at common law it is not necessary that the corroboration should be by independent evidence implicating the accused, whatever might be the statutory rule. If this be the effect of the judgment, there is no possibility of reconciling it with *R.* v. *Everest*, and the matter is left in uncertainty. But it may be that this is not the real effect of the judgment; that these expressions, if used, were only *obiter*, and, at all events, the cases are clearly distinguishable.

In a still more recent case which came before the court on Monday last, *R.* v. *Benjamin Brown* (*No.* 2), it was said that the rule as laid down in *R.* v. *Everest* (*supra*) would have one day to be considered by the court, but that it was not necessary to do so in the case then before them, as there had been ample warning, and there was corroboration, though it was noticeable that the latter was not given a distinguishing name.

For many reasons it is most unfortunate that there should be any doubt as to what the law really is. The matter is one of importance, and it constantly recurs. It is submitted that the law as to this branch of the subject is rightly laid down in *R.* v. *Everest*, and *R.* v. *Warren*; that it is supported by a succession of cases which occurred before the Criminal Appeal Act; that it is in accordance with common sense, and that if the *dicta* in *R.* v. *Hazard and Lewis* are correctly stated above, and are to be taken as rightly expressing the rule with regard to the nature of the corroboration required, they are in conflict with a line of cases extending back a hundred years.

If we turn to the other branch of the subject, we find that there are *dicta* in the judgments in *R.* v. *Everest* and *R.* v. *Warren* which seem to point to distinct progress towards a more stringent rule as to the duty of the judge. It is practically said that if there be no corroborative evidence which implicates the accused, the judge should withdraw the case from the jury or direct them to acquit and not leave it to them with a direction that they may, if they choose, convict on the uncorroborated evidence of an accomplice, though they ought not to do so. Besides being contrary to nearly all the cases before the Criminal Appeal Act, this is contrary to a *dictum* in an earlier case which came before the Court of Criminal Appeal itself, where it was said that the court would not lay down any rule that a person may not be convicted on the sole evidence of an accomplice if there has been a proper direction: *R.* v. *Beauchamp* (73 J. P. 223). There is also a later case somewhat to the contrary (*R.* v. *Gay*, 2 Cr. App. R. 327), and in the two latest cases, *R.* v. *Hazard and Lewis* and *R.* v. *Brown* (*No.* 2) similar *dicta* occur. On this point, therefore, no rule has been clearly established, though the judgments in *R.* v. *Everest* and *R.* v. *Warren* (*supra*) seem to us to point in the right direction, and to be in agreement with the trend of modern practice.

Some confusion is clearly noticeable, both as to the nature of the corroboration required and as to the direction which the judge ought to give, in the failure to distinguish clearly between cases where the chief evidence is that of an accomplice admitted to be so and cases arising from offences committed against girls or women, where the girl or woman may or may not be an accomplice: see *R.* v. *Henry Hedges* (3 Cr. App. R. 262), *R.* v. *Benjamin Brown* (6 Cr. App. R. 24), *R.* v. *Stone* (6 Cr. App. R. 89 at p. 96). In the cases of incest or carnal knowledge, in which the girl or woman is clearly not an accomplice, no corroboration is required, and the only duty of the judge is to caution the jury as to the danger of convicting upon the evidence of the one witness against the denial on oath of the accused, unless there be other evidence which confirms the story of the girl or woman. The confirmation need not relate to the accused. This rule was clearly established by *R.* v. *Graham* (74 J. P. 246, cited *ante*). In the later cases of *R.* v. *Benjamin Brown* (*No.* 1) and *R.* v. *Stone* (*supra*), which purport to follow *R.* v. *Graham*, the court held, in the first case, that the girl probably was an accomplice, and, in the second, that undoubtedly she was, but seem (as reported) to also have said that, even so, a warning of the kind stated in *R.* v. *Graham*, where the girl clearly was not an accomplice, would have been sufficient. It is submitted that this cannot be the law, but that the true rule is that where it is not admitted by the prosecution that the girl is an accomplice and from the evidence given for the prosecution the matter is doubtful, the judge should direct the jury that they must, first of all, satisfy themselves whether the girl is an accomplice or not; that if they hold she is, they ought not to convict unless there is trustworthy corroborative evidence in material particulars implicating the accused; that if they hold she is not, they may convict upon her evidence alone, but should bear in mind the possible danger of convicting upon the evidence of one witness alone against the denial of the accused on oath, unless they consider her story is confirmed by other evidence: see *R* v. *Stone* (6 Cr. App. R. 89, at p. 95). Where it is admitted or quite clear that the girl is an accomplice and there is no corroboration in material particulars implicating the accused it may be that the judge should either withdraw the case from the jury or direct them that they ought to acquit the accused, but this is still doubtful. If, in the opinion of the judge, there is such corroboration, he should leave the case to the jury with the direction that they may act upon the evidence of the accomplice only if they are satisfied that it is confirmed by other independent, trustworthy evidence in material particulars pointing to the guilt of the accused.

It is clearly established now that, though there be no direction of the jury by the judge as to the evidence of an accomplice, yet if the Court of Appeal find substantial corroboration by independent evidence which implicates the accused, the court will refuse to interfere with the conviction on the ground that no substantial miscarriage of justice has actually occurred: *R* v. *Tate* (72 J. P. 391), *R.* v. *Bowles* (2 Cr. App. R. 168), *R.* v. *Kirkham* (2 Cr. App. R. 253, 255). It was also clear till the last two cases decided by the court that, if there be some caution but no corroboration of the kind required, the court will quash the conviction on appeal: *R.* v. *Everest* and *R.* v. *Warren*. It may be that these earlier cases are distinguishable from the later in that the warning in the latter cases was very ample while in the earlier cases the summing up left something to be desired in this respect. It is eminently desirable that, both as to the nature of the corroboration required and as to the duty of the judge under the varying circumstances which arise, there should be no room for doubt as to the principles which ought to be applied, though there will probably be always room for doubt as to their actual application.

Reviews.

Wills.

A Treatise on Wills. By Thomas Jarman, Esq. The Sixth Edition. By Charles Sweet, LL.B., Barrister-at-Law, assisted by Charles Percy Sanger, M.A., Barrister-at-Law. In Two Vols. Sweet & Maxwell (Limited).

Many apologies are due for delay in noticing this book. But in truth it is a somewhat formidable task to have to sit in judgment on such a compendium of learning, the result of many years' labour. To do full justice to it in detail would involve disquisitions on scores of points and would necessitate a special "Sweet-Jarman" supplement to this journal. And probably the result of such a mode of treatment would be of no great service to the reader. There are few points on which we find ourselves at issue with the learned editor, and it is useless to amplify statements and arguments which are given with admirable terseness in the book. All we propose to do is to give our readers a general idea of the scheme of the work, with brief references to two or three of the more important matters discussed.

The delay in reviewing the treatise has, at all events, had this advantage—it has enabled its merits to be tested in practice. The process of looking up a point, comparing the authorities cited with the text, and weighing the conclusions contained in the text enables the practitioner to form a tolerably accurate judgment as to the way in which the writer has done his work. Tried by this test we think no one can fail to be impressed with the care and ability shewn by the editor. But this is not all which

will strike a reader familiar with the former editions of Jarman. It may be a strong thing to say, but we do not think we exaggerate when we suggest that the book marks a new era in the art of editing. It is not Jarman *plus* new decisions, more or less skilfully interwoven in the text or relegated to notes; not Jarman treated as a sacred legal scripture to be meddled with as little as possible; still less an imitation of Jarman's ponderous paragraphs and laborious recitals of cases. It is Jarman recast; his arrangement of matter is altered; new subjects and new chapters are added and old chapters are re-arranged. A remarkable feature is that the editor does not content himself with the last edition of the book, but goes back to the first and other editions to pick out what seems to him the best statement of the original author of the doctrine under consideration. The work in its present form may, we think, be properly described as a carefully wrought out treatise embodying the best work of Mr. Jarman, but supplementing it so as to completely cover the subject and adapting the book to the modern requirement of concise statement.

As an example of the editor's work in the way of completing Mr. Jarman's book, we may draw attention to the chapter (p. 864) on "Trusts and Trustees." This chapter is new, except as regards part of the chapter on "Gifts Void for Uncertainty," contained in the original book. It contains an admirable statement of the law; the sections on precatory trusts, trusts without a definite object, and undisclosed trusts are especially noteworthy for clearness and terseness of expression, and collection and comparison of decisions.

One naturally turned to the chapter on "Perpetuity and Remoteness" (p. 278)—a subject on which there have been numerous recent decisions and as to which most conveyancers know that Mr. Sweet holds a strong opinion. There will be found here (p. 278), first of all, a statement of the general principle forbidding perpetuities—that is to say, dispositions which make property inalienable for an indefinite period are, as a general rule, void. Then follows (p. 281) a statement of the old rule against perpetuities—namely, the avoidance of a limitation, equivalent to, or in the nature of, an unbarrable entail. Next, we have a valuable discussion (p. 284) of the rule established by *Whitby* v. *Mitchell* (42 Ch. D. 494, 44 Ch. D. 85), and then follows a section on the "Modern Rule against Perpetuities"—namely, that a contingent or executory interest in property must vest within the maximum period of one or more lives in being and twenty-one years afterwards. The whole chapter is interesting and instructive. At pages 368-376 there is a useful disquisition on the question whether and how far the last mentioned rule (which is clearly applicable to equitable contingent remainders) applies to legal contingent remainders.

Considerations of space prevent us from continuing our statement of the contents of this work. May we in conclusion refer to one feature of the book which we suppose may be due to difficulty in having the type of the whole work kept up, but which we have found to occasion considerable weariness to the flesh—we mean the constant statements in the notes "see post chap. ," without any reference to the pages or sections of the chapters referred to. We have in some cases found that a considerable hunt is necessary to discover, even with the help afforded by the analysis at the head of each chapter, the passages thus referred to, and we hope that in the next edition this defect will be remedied.

The book should find a place in every conveyancer's library and in the libraries of the local law societies.

Books of the Week.

Streets.—The Law relating to the Paving and Sewering of New Streets and Private Streets (in London and elsewhere), under the Metropolis Management Acts, the Public Health Acts, and the Private Street Works Act, 1892. By Joshua Scholefield, Esq., Barrister-at-Law, and Gerald R. Hill, Esq., M.A., Barrister-at-Law. Second Edition. Butterworth & Co.

War Rights on Land.—War Rights on Land. By J. M. Spaight, LL.D., and Double Senior Moderator, Dublin University (Trinity). With a Preface by Francis D. Acland. Macmillan & Co. (Limited).

Stamps.—The Law of Stamp Duties on Deeds and other Instruments. By E. N. Alpe, Barrister-at-Law. Revised and Amplified by Arthur B. Cane, B.A., Barrister-at-Law. Twelfth Edition. Jordan & Sons (Limited).

Mr. Justice Dodd, at the Limerick Assizes, says the *Daily Mail*, said that in civil actions the juries did not have the same liability to error and the same sympathy they appeared to have in criminal cases. In a neighbouring county a criminal charge was heard recently by him, and a number of witnesses were called to prove an alibi. The jury acquitted the accused, and while the case was going on his brother judge was hearing a civil action in the next court arising out of the same proceeding, with the result that the plaintiff was awarded £70 damages.

CASES OF THE WEEK.

Court of Appeal.

"THE WEST COCK." No. 1. 1st, 2nd, and 3rd March.

Shipping—Towage—Sufficiency of Towing Gear—Exception Clause—Alleged Warranty that the Tug would be Properly Equipped for Services to be Rendered.

The defendants, who were tugowners, undertook to tow the plaintiffs' vessel from Birkenhead to the Canada Dock, Liverpool. The contract of towage was verbal, but was subject to the ordinary condition inserted in towage contracts, which was as follows: "The tugowners are not to be responsible for any damage to the ship they have contracted to tow arising from any perils or accidents of the seas, rivers or navigation, collision, stranding or arising from towing gear (including consequent defect therein or damage thereto), and whether the perils of the things above mentioned or the loss or injury therefrom be occasioned by the negligence, default, error in judgment of the pilot, master, officers, engineers, crew or other servants of the tugowners."

Held, that the clause did not exempt the defendants in respect of damage to the plaintiffs' ship arising from a defect or inefficiency existing in the tug, before the towage began.

Decision of the President (*reported* 1911, *P.* 23, 27 *T. L. R.* 52) *affirmed.*

Appeal by the defendants, heard with nautical assessors, from a judgment of the President of the Admiralty Division in an action of damage for breach of a contract of towage (reported 1911, p. 23). The plaintiffs were David MacIvor, Sons, & Co. (Limited), owners of the steamship *Araby*, and the defendants, the Liverpool Screw Towing and Lighterage Co. (Limited), were the owners of the steamtug *West Cock*. On the 12th of January, 1909, while *The Araby*, a screw steamship of 3,303 tons gross register, was lying in the Morpeth Dock, Birkenhead, with a part cargo, the defendants verbally agreed with the plaintiffs to supply two steamtugs to tow *The Araby* to the Canada Dock, Liverpool. To execute the contract two tugs—*The West Cock* and *The South Cock*—were sent, and just as they reached the entrance to the Canada Dock with *The Araby* in tow, the towing hooks and gear of *The West Cock* gave way, with the result that *The Araby* was carried by the strong wind and the high tide water against the knuckle of the south jetty off the Canada Dock entrance, and her starboard side received extensive damage. The plaintiffs alleged that by entering into the contract the defendants impliedly undertook and/or warranted that the tugs would be properly equipped and fit in all respects to undertake and efficiently carry out the towage contract, whereas the towing hooks, gear, equipment and structure of *The West Cock* were unfit for the service. The defect chiefly relied on was an alleged defect in the rivets by which one of the towing hooks was attached to the bunker casing of *The West Cock*. Alternatively, the plaintiffs alleged that it was an implied term of the contract that the defendants should take reasonable care that the tugs were fit to perform the service, and that the defendants had failed to take such care. The defendants, in defence, said that the verbal agreement was subject to the ordinary conditions of towage on which they supplied tugs to the plaintiffs and others—namely, that "the tugowners are not responsible for any damage to the ship they have contracted to tow arising from any perils or accidents of the seas . . . or from towing gear (including consequence of defect therein or damage thereto), and whether the perils . . . be occasioned by the negligence, default or error in judgment of the pilot, master . . . or other servants of the tugowners." The President, who tried the action with the assistance of two of the Elder Brethren of the Trinity House, found that the accident was due to the defective condition of the rivets by which the towing hook was attached to the bunker casting of *The West Cock*, and that by reason of this the tug was inefficient to perform the service contracted for, and, further, that this inefficiency could have been ascertained by reasonable care by the defendants. He thought there was an implied warranty, and that the defendants could not rely on the conditions exempting them from liability, for those conditions only applied to matters occurring after the commencement of and during the towage, and not to matters existing before the towage began, such as this defect in the rivets, by which the towing hook was attached to the bunker casting. Accordingly, judgment was entered for the plaintiffs both on the claim and counterclaim. The defendants appealed.

The Court (Vaughan Williams, Farwell, and Kennedy, L.JJ.) affirmed the judgment of the President, and dismissed the appeal with costs.—Counsel, *Aspinall*, K.C., and *C. R. Dunlop*, for the defendants; *Leslie Scott*, K.C., and *A. T. Miller*, for the plaintiffs. Solicitors, *Hill, Dickinson, & Co.*; *Lightbound, Owen, & MacIvor.*

[Reported by Eustace Reid, Barrister-at-Law.]

HAWKINS *v.* POWELL'S TILLERY STEAM COAL CO. (LIM.). No. 2. 23rd Feb.

Master and Servant—Accident—Compensation—Death from Angina Pectoris—Accident Arising out of Employment—Burden of Proof—Workmen's Compensation Act, 1906 (6 Ed. 7, c. 58) s. 1 (1).

The burden of proof that an accident arose out of the course of employment lies on the workman and his representatives, and can only be discharged by direct evidence or necessary inference from the facts. Where, therefore, a workman while engaged on his work was taken ill

and died of angina pectoris, which, according to the medical evidence, was of long standing, and might have produced death from several causes and not immediately following on any exertion, it was held that there was not sufficient evidence that the accident arose out of the employment.

Appeal from an award of the judge of the Monmouthshire County Court sitting as an arbitrator under the Workmen's Compensation Act, 1906. The applicants were the dependants of a workman who was employed at the present appellant's colliery. His work mainly consisted in helping another man to push empty trucks up an incline, and with the aid of two other men to hoist an empty truck off the rails to make way for a full truck coming down. On the day of his death he had been engaged in this work, and had then gone to different work, to sharpen props. He made no complaint at the time he went to this other work, but after he had been engaged on it for about ten minutes he had to stop owing to illness. He was taken home, and died the same afternoon from angina pectoris. The medical evidence was to the effect that the deceased's heart was in bad condition of long standing. The county court judge held on the evidence that the deceased, who was an elderly man, over-exerted himself during the operation of pushing or tumbling a tram, and thereby brought on an attack of heart trouble, from which he died, and consequently he made an award in favour of the applicants. The employers appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.JJ.) allowed the appeal.

COZENS-HARDY, M.R.: I am unable to arrive at the conclusion to which the county court judge has come. [After referring to the cases of *Clover, Clayton, & Co.* v. *Hughes* (1910, A. C. 242) and *Barnabas* v. *Bersham Colliery Co.* (103 L. T. 513), he said:] What course is to be adopted in the present case in the light of those two decisions so far as they lay down general principles? Is it possible to say that the attack of angina pectoris was due to the work that the man had been doing in the colliery? Is it possible to say that the test laid down in *Barnabas* v. *Bersham Colliery Co.* has been satisfied? The question cannot be answered in favour of the applicants. They have not discharged the burden of proof which rested on them. The county court judge was not entitled to indulge in surmise, as with great respect he appears in fact to have done. The appeal must be allowed on the ground that there is no evidence that the accident arose out of the employment.

FLETCHER MOULTON and BUCKLEY, L.JJ., also delivered judgments allowing the appeal.—COUNSEL, *C. A. Russell*, K.C., and *Parsons; Sankey*, K.C., and *Ivor Bowen*. SOLICITORS, *Bell, Brodrick, & Gray*, for *C. & W. Kenshole*, Aberdare; *Metcalfe & Sharpe*, for *T. S. Edwards*, Newport, Mon.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

***Re* CHARLETON. BRACEY *v.* SHERWIN.** Joyce, J. 24th Feb.

WILL—LEGACY—HUSBAND AND WIFE—GIFT WHILE LIVING APART—CONDITION—POLICY OF THE LAW.

A gift to a married woman, during such time as her husband should be living apart from her, with a limitation over away from her in the event of their living together again, is not necessarily invalid, as being against public policy, if she was at the date of the testator's will already deserted by her husband.

Re Moore, Trafford v. Maconochie (1888, 37 *W. R.* 83; 39 *Ch. D.* 116) *distinguished.*

John Foster Charleton, by his will dated the 5th of March, 1908, bequeathed certain furniture, effects, and bank shares to his trustees upon trust to permit his daughter Georgina Sherwin to have the use of such furniture and effects, and to pay to her the interest and dividends arising from such bank shares, during such time as her husband should be living apart from her, and "in the event of them living together again" he directed that such furniture and effects and bank shares should fall into and form part of his residuary estate, which he disposed of in trust for his grandchildren. The testator died on the 25th of October, 1910. Georgina Sherwin had been deserted by her husband in June, 1906, and was still living apart from him. This was a summons taken out by the surviving executor and trustee of the will on the testator's death to determine (*inter alia*) whether the disposition and trust therein contained in favour of Mrs. Sherwin were valid and effective, or whether the same were, on the ground of being contrary to public policy or otherwise, wholly, or to any and what extent, invalid and inoperative. Counsel for the residuary legatees relied on Jarman on Wills, pp. 1463, 1469, and *Re Moore, Trafford* v. *Maconochie* (1888, 37 W. R. 83; 39 Ch. D. 116).

JOYCE, J., said that in the case of *Re Moore* the court thought that it was plainly the intention of the bequest to induce the lady to live apart from her husband. In the present case the wife was already deserted by her husband, and the will provided for her maintenance until he should come back. There was nothing contrary to the policy of the law in such a bequest, and accordingly his lordship held it to be valid.—COUNSEL, for the trustee, *J. M. Gover;* for Mrs. Sherwin, *Bovill;* for the residuary legatees, *W. Butler Lloyd* (*Freedman* with him). SOLICITORS, *Doyle, Devonshire, & Co.*, for *Hannay & Hannay*, South Shields; *Gibson & Weldon*, for *Grunhut, Gill, & Ruddock*, South Shields.

[Reported by H. F. CHETTLE Barrister-at-Law.]

High Court—King's Bench Division.

BATT *v.* METROPOLITAN WATER BOARD. Div. Court. 14th Feb.

WATER—STOP-COCK-BOX CONNECTED WITH COMMUNICATION PIPE IN HIGHWAY—STOP-COCK-BOX DEFECTIVE—PASSENGER INJURED BY CATCHING FOOT IN IT—LIABILITY—WHETHER ON OCCUPIER OR ON WATER BOARD—METROPOLITAN WATER BOARD (CHARGES) ACT, 1907 (7 ED. 7, C. CLXXI.), SS. 8, 19.

Sections 8 *and* 19 *of the Metropolitan Water Board* (*Charges*) *Act*, 1907, *are not retrospective. Accordingly, where a person caught her foot in a defective stop-cock-box in a highway in London, the stop-cock-box being connected with a communication pipe carrying water from the Water Board's main into a house, and having been* in situ *for a large number of years, it was*

Held, that on the authority of Chapman *v.* Fylde Waterworks Co. (1894, 2 *Q. B.* 599), *her action lay against the Water Board, and not against the owner or occupier of the house into which the communication pipe went.*

Appeal from the Westminster County Court. The plaintiff, on the 6th May, 1910, caught her foot in a stop-cock-box situate in a highway, Amery-place, Old Kent-road, London, and was injured. The stop-cock-box had been *in situ* for a large number of years—long before 1902; it was connected with a communication pipe which carried water from the defendant's main, under the highway, into No. 17, Amery-place. The stop-cock-box at the time of the accident was in a defective condition. The plaintiff brought an action against the defendants, the Water Board, to recover damages for her personal injuries on the ground that the defendants had been negligent in keeping, maintaining or permitting the stop-cock-box to remain in the highway in a defective condition. The plaintiff pleaded that the stop-cock-box was the property of the defendants. The county court judge gave judgment for the defendants on the ground that the stop-cock-box was the property of the owner or occupier of 17, Amery-place, and that sections 8 and 19 of the Metropolitan Water Board (Charges) Act, 1907, were retrospective. Accordingly, he held that the case of *Chapman* v. *Fylde Waterworks Co.* (1894, 2 Q. B. 599) was no longer an authority in favour of the plaintiff's right of action against the defendants. The county court judge assessed the damages provisionally at £30, in case his decision was wrong. From this decision the plaintiff appealed on the ground that *Chapman's case* (*ubi supra*) was still an authority in favour of the plaintiff, and that sections 8 and 19 of the Metropolitan Water Board (Charges) Act, 1907, were not retrospective.

RIDLEY, J., held that the contention of the plaintiff was right, and that the appeal must be allowed, and judgment entered for the plaintiff for £30.

AVORY, J., said: I am of the same opinion. If the judgment of the county court judge really proceeded on the view that sections 8 and 19 of the Metropolitan Water Board (Charges) Act, 1907, are retrospective, I can only say that I respectfully differ from him, and with still more regret from the unreported decision of my brother Phillimore in the case of *Stacey and Wife* v. *Gas Light and Coke Co. and Others*—if, indeed, he arrived at the same conclusion. Assuming that this Act of 1907 does not apply so as to impose a liability on these persons—the owner or occupier of the house into which the communication pipe led—to repair and to keep in repair this stop-cock-box, on that assumption the question seems to me—and the only question remaining—Is there any ground upon which this case can be distinguished from that of *Chapman* v. *Fylde Waterworks Co.* (*ubi supra*). It must be remembered that that decision was given after that of the Court of Appeal in *East London Waterworks Co.* v. *Vestry of St. Matthew, Bethnal Green* (17 Q. B. D., at p. 475), where the Court of Appeal expressly laid it down that the water company had the power and were authorized by the general Act of Parliament to insert these stop-cocks and boxes in the public street, and so long as they inserted them and properly maintained them so as not to become a nuisance, that then the local authority, who were the surveyors of highways, could not interfere with them. In other words, the Court of Appeal recognized the right of the water company to put in something which might otherwise have been an interference with the highway. In *Chapman's case* (*ubi supra*) the Court of Appeal decided that such things as these are to be repaired by the water company, and that when any of them becomes a source of danger, from their being out of repair, the water company could be sued. As regards these stop-cock-boxes, I think the point is entirely covered by *Chapman's case* (*ubi supra*). The appeal must be allowed with costs, and judgment entered for the plaintiff for £30.—COUNSEL, for the plaintiff, *Simner;* for the defendants, *C. A. Russell*, K.C., and *Ross Brown*. SOLICITORS, *Arnold & Cubison; Walter Moon.*

[Reported by C. G. MORAN, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

L. *v.* L. Evans, P. 20th Feb.

SUMMARY JURISDICTION (MARRIED WOMEN) ACT, 1895 (58 & 59 VICT., C. 39)—ORDER OF JUSTICES—APPEAL BY HUSBAND TO DIVISIONAL COURT—APPLICATION FOR SECURITY BY WIFE—SECURITY ORDERED.

Where a husband, possessed of means, appealed from an order of a

court of summary jurisdiction, the President granted the application of the wife, without means, that the husband should find security for her costs of appeal.

This was an application to the judge in chambers by a wife that her husband, the appellant in an appeal from an order of justices under the Summary Jurisdiction (Married Women) Act, should be ordered to give security for her costs of appeal. The case is reported with the consent of the judge in chambers. The affidavit of the wife stated that the deponent had no property or separate estate of any kind whatsoever, and was entirely without means of providing the costs of appearing on and opposing the appeal. Further, it was sworn that the husband was a grocer's assistant, and received 35s. a week, was possessed of about £100 in the bank, and shares worth about £40, and that he was the owner of a freehold dwelling-house of the value of at least £400. On behalf of the husband it was submitted that the wife's affidavit clearly showed that there was no ground for ordering security, that the court had no jurisdiction under the Summary Jurisdiction Act to make any such order, and lastly that the power of the court to grant security under the Divorce Act did not extend to appeals under the former Act.

EVANS, P., ordered that the sum of £10 be paid into court for security of appeal.—SOLICITORS, *Robinson & Bradley*, for husband; *Flux, Leadbitter, & Neighbour*, for wife.

[Reported by DIGBY COTES-PREEDY, Barrister-at-Law.]

D. *v.* D. Evans, P. 13th Feb.

DIVORCE—PETITION—NOTES MADE BY MEDICAL MAN—APPLICATION FOR DISCOVERY—REFUSAL.

Where a husband, respondent in a divorce suit, asked for discovery of notes made by a medical man who had attended the wife-petitioner, the court refused to make an order.

Summons in chambers. Wife's suit for divorce on the grounds of the husband's alleged cruelty and adultery. The petitioner alleged *inter alia* that she had suffered in health as a result of the husband's misconduct. She had been attended by a medical man, whose fees had been paid by the husband. After suit had been brought the husband's solicitors wrote to the doctor demanding copies of the prescriptions he had given the wife and of his notes upon her case. The doctor replied that he had no copies of the prescriptions, and that his notes were in the hands of the wife's solicitors—to whom he referred the husband's solicitors. Application was then made to the wife's solicitors, who declined to supply the notes, and a summons was then taken out before the Registrar, who made "No order." The husband then made the present appeal to the Judge in Chambers. On his behalf it was submitted that there could be no privilege, as the notes were not made for the purposes of the suit. For the wife it was contended that the notes, although in the physical possession of the wife's solicitors, were in the legal possession of the doctor, whose property they were, and that no order could be made (*Reed* v. *Langlois*, 1 Mac. & G. 636), nor was it necessary to shew that the doctor objected to produce them, although in fact he did so, having been subpœnaed as a witness on behalf of the wife: *Kearsley* v. *Philips* (31 W. R. 467, 10 Q. B. D. 465). It was not a question of privilege.

EVANS, P., declined to make the order asked for, and dismissed the summons, with costs.—COUNSEL, *Bayford*, for the husband; *J. H. Murphy*, for the wife. SOLICITORS, *Hores, Pattison, & Co.*; *C. Russell & Co.*

[Reported by DIGBY COTES-PREEDY, Barrister-at-Law.]

Societies.

City of London Solicitors' Company.

ANNUAL DINNER.

The annual dinner of the City of London Solicitors' Company was held on Monday at the Salters' Hall, St. Swithin's-lane, E.C., the Master, Mr. John C. Holmes, taking the chair. Among the guests were Lord Alverstone, Lord Robson, Lord Justice Fletcher Moulton, the Lord Mayor, Mr. Alderman and Sheriff Chas. Johnston, Mr. Sheriff H. C. Buckingham, Mr. Justice Hamilton, Mr. C. F. Gill, K.C., the President of the Law Society (Mr. H. J. Johnson), the Secretary (Mr. S. P. B. Bucknill), the City Solicitor, Immediate Past Master (Sir Homewood Crawford), Mr. Peregrine C. C. Francis, M.A., Mr. T. B. Napier, LL.D., Mr. E. G. Thorne, LL.M., Mr. M. C. Matthews, M.A., Mr. Robt. L. Hunter, M.A., Mr. C. R. Dunlop, Mr. Ernest Baggallay, Mr. H. M. Holman, M.A., Mr. F. Brinsley Harper, C.C., Mr. Fredk. Walker, C.C., Mr. J. Field Beale, Mr. L. Worthington Evans, M.P., Mr. F. Shewell Cooper, Mr. A. S. Jecks, LL.B., Mr. Archibald Hair, Mr. W. S. Hayes (Past President, Incorporated Law Society of Ireland), Mr. James Cranstoun, Mr. W. B. Ingle, Mr. E. S. H. Johnson, B.A., Sir W. J. Crump, J.P. (senior warden, High Sheriff of Middlesex), Mr. T. H. D. Berridge (junior warden), Mr. Douglas A. Howden and Mr. G. L. F. McNair (dinner stewards), Mr. Geo. Cousens (hon. treasurer), Mr. A. W. Hastings Dauncy (hon. solicitor), and Mr. Hugh D. P. Francis, M.A. (clerk).

The loyal toasts having been given from the chair and duly honoured,

Sir WILLIAM J. CRUMP, J.P. (senior warden, High Sheriff of Middlesex) proposed the health of the Lord Mayor and Sheriffs. He said that it was a happy inspiration of the solicitors practising in the City of London when they, a few years ago, remembering no doubt that some of their predecessors in practice had largely helped to build up the great city guilds, conceived the idea of forming themselves into a city company consisting of members of the profession. It was thought that such an institution was wanted, looking at the large number of solicitors who practised in the city, and it was believed that the formation of the company would be beneficial not only to solicitors but to their clients if its members came into closer touch with each other from time to time, and met in convivial gatherings like the present. The experience of the last few years had proved that that happy inspiration was one to be highly commended by the profession.

The LORD MAYOR, in returning thanks, said that although the company was only four years old, it had already a strength of nearly 200 members. Its success was greatly owing to the active part which was taken in its formation by the City Solicitor. He hoped that this addition to the guild life of the city would strengthen the whole institution.

Sir HOMEWOOD CRAWFORD (City Solicitor, Immediate Past Master) proposed the toast of "The Legal Profession." He said that the solicitor branch was at the root of the whole profession. He did not know quite what would happen to barristers but for solicitors, and but for barristers he did not quite know what would happen to the bench. It was perfectly certain that barristers were dependent upon solicitors, and equally certain the bench were dependent upon barristers. Rapid strides had recently been made in connection with the solicitor branch of the profession, and various changes had been introduced. Upon one subject the company had asked the Lord Chief Justice to receive a deputation from them, the subject of the trial of commercial causes, and especially the deterioration which unfortunately appeared to be daily growing in connection with the jury system. Thanks to the assistance of the Lord Chief Justice, the company was engaged at this moment in settling a Bill which his lordship had said he would introduce into the House of Lords, having for its object the settlement of what was undoubtedly a very difficult subject in connection with the jury system. There was a growing practice in the city of turning businesses into joint stock concerns, with the result that the jury list was dwindling, and it was not possible always to get those who were best fitted to serve upon juries. The company had placed before the Law Society some recommendations which had been passed practically unanimously by them, one of the principal recommendations being that steps should be taken to make it absolutely necessary that those who joined the profession should belong to the parent society and be directly under its control. The company did not exist in any way in antagonism to the Law Society; on the contrary, their sole object was to advance the interests of that society. The great increase of officialism was a very thorny subject. He thought the time had come when people should remember how dangerous it might be to cut down the valuable understanding which for centuries had existed between solicitor and client. It was to the public interest that the family lawyer should still exist, and that family matters should not be handed over to mere officials.

Lord ALVERSTONE, in returning thanks, observed that Sir Homewood Crawford had said what was the strict truth when he remarked that they were one profession. The judges, the bar, and the solicitors ought to be considered as members of one combined profession, and he agreed that it was quite impossible for a body corporate such as was the whole legal profession to be successful in its efforts and to command public respect and public confidence unless every branch of it was actuated by the same principles. The day had long since gone by since solicitors need speak of themselves as the lower branch of the profession—he had protested twenty-five years ago against the expression—and he was glad to know that it was being recognised more and more by intercommunication, by consultation, by representation on the bodies which controlled the best interests of the profession, that solicitors were members of the same profession as the bar, and that they should be entitled to equal respect. With regard to the question of juries, he was old enough to remember and to have practised for many years in the old Guildhall, and all he could say was that he wished there were still the same class of jurors as those whom he had had for many years the honour of addressing—shipowners, merchants and brokers, and men who were thoroughly acquainted with business; men who had often in his experience been able, by a few questions, to show that they understood the case far better than the judge, and certainly far better than the barrister, and to shew that they were a tribunal most competent to deal with the great questions that came before them. He did not wish to say a word against an honourable and distinguished trade and profession; but in those days the idea of having a jury with three or four licensed victuallers upon it would have been the occasion of instant observation as to what would happen. He regretted very much indeed the change that took the jury qualification from occupation and placed it on rating. They knew what happened as a result. Merchants and brokers and others were only too glad to have the opportunity of preventing their business from being interfered with by being called away to serve on juries, and they took care that their offices were taken in such a way that their names were not upon the rate book, and so for a long time past it had been impossible to get upon the juries those whose experience would be of the greatest value. And it was a matter of very great regret to practitioners that unless they were in the Commercial Court the standard of the juries trying their causes was not that which was to be desired. He sincerely hoped that something had been done in the direction of having the London causes tried before the juries in the Commercial Court, and therefore providing that the list from which jurors would be selected was one on which was a large number of the names of those best calculated to try such causes, in consequence of their experience, and the fact that

their decisions would command respect, and he hoped that the company would assist him to bring about some changes in the law which would improve the standard of juries, and increase the number of men of business who could be called upon to serve, and so lessen the burden upon the smaller number, who now found the repeated summonses a matter of inconvenience. The profession would be glad that the company had taken steps to remove that which was an undoubted evil, and one with regard to which it was not easy to see in the first instance how it could be dealt with. In the present day it was necessary for the members of the bench to be careful both of their position and of their dignity. He hoped that the judges were following in the footsteps of their great predecessors, who maintained thoughout the whole of their judicial lives the dignity of the profession and the best administration of justice, fearless and fearing no man, determined to do right between man and man to the best of their ability, no matter what was the position of those who came before them. So long as they continued to act upon these principles, so long would the profession be worthy of receiving such a welcome as had been extended to them that night.

Mr. H. J. JOHNSON (President of the Law Society) also responded. He said that the importance of the company was not confined to the performance of their professional work; but it was of the greatest service in bringing the members of the profession together on occasions like the present, for there was nothing which tended to remove difficulties which might arise so much as the knowledge of one another, which was the result of social intercourse, and the benefit was not confined to themselves, but their clients shared in it also. The Law Society had now before them proposals which came from the company. The council were not unanimous about them, and they proposed to invite representatives from the company to discuss them with them in due course, when they had given them that preliminary consideration to which they were entitled. By reason of his being President of the Law Society he had been invited by the directors of the Solicitors' Benevolent Association to preside at their anniversary dinner, which would be held in May, and he thought that he ought to lose no opportunity of pressing the claims of the association upon the profession. He would, therefore, urge those claims upon everybody present. Surely it was the duty of first importance to do something, however little, towards helping those members of the profession who, less fortunate than themselves, had fallen by the way, and he asked the members of the company to co-operate with him in such a way that the donations coming from the solicitors of the City of London would not be unworthy of the body they prided themselves in being.

Mr. T. H. D. BERRIDGE (junior warden) proposed the health of the visitors.

Lord Justice FLETCHER MOULTON, in returning thanks, said he hoped the company would grow in numbers, for the solicitors of the City must remember that they inhabited the great capital of the kingdom. Almost every national work had its headquarters there, and Londoners were too apt to be content with that, and to forget the enormous importance of intense local life. The people of London lived too much in the nation, and too little in their grand city. It seemed to him that the formation of this guild among the London solicitors was a step in the right direction and a protest that they no longer thought that their great local life was unworthy of their attention. He remembered that in the old times local life in London was considered of such importance that there was to be found upon the lists of churchwardens the highest ministers of State. Now that London had grown almost to a nation, it was forgotten also that it was a city. The company was trying to remedy that. He was satisfied that already the feeling of brotherhood among the solicitors of London had been strengthened by the formation of the society, and he was satisfied that with increased prosperity that would grow more and more and that the company would form a body within the legal profession whose voice would have the greatest weight in guiding the national action of the whole profession.

Lord ROBSON also responded. He observed that solicitors were the most strictly disciplined of all professional bodies, and it was well for England that it should be so. He believed it would be strictly accurate to say that no profession needed it less, and that scarcely any profession was more strict in regard to that which they had also in their corporate capacity maintained—the spirit of etiquette. Knowing nothing about the matter, people reproached them for an undue adherence to what they considered their rules. The etiquette of the law was nothing in the world but gentlemanly feeling. He had heard it likened to trades-unionism, but it was nothing of the kind. It incarnated the spirit and feeling of English gentlemen, and it operated among the members of the profession with greater severity and greater currency than did any statute upon the community. But they had wanted something of social corporate intercourse. The members of the bar knew how much they owed to it. They owed a great deal to the circuit mess, and if solicitors wanted to add the kindly feeling which came from social intercourse, the company was setting the right way about it.

The LORD MAYOR proposed "Continued Prosperity to the City of London Solicitors Company," coupled with the health of the master, expressing his pleasure that the company were endeavouring to deal with the jury question.

The MASTER returned thanks, and the proceedings terminated.

During dinner a selection of instrumental music was performed by the Imperial Orchestra (Mr. Arthur Trudge, conductor), and at dessert a programme of music was excellently rendered by Miss Christian Keay, the Troubadour Glee Singers, and Miss Hilda Lett (violin); Miss Gwendoline Williams was the accompanist.

Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Society's Hall, Chancery-lane, London, on the 8th inst., Mr. Maurice A. Tweedie in the chair. The other directors present were Messrs. W. C. Blandy (Reading), S. P. B. Bucknill, T. S. Curtis, Thomas Dixon (Chelmsford), Hamilton Fulton (Salisbury), W. E. Gillett, W. H. Gray, J. R. B. Gregory, Charles Goddard, C. G. May, Herbert Monckton (Maidstone), R. S. Taylor, R. W. Tweedie, and Thos. Gill (secretary). A sum of £362 was distributed in grants of relief, twenty-eight new members were admitted, and other general business was transacted.

Law Students' Journal.

The Law Society.

The past and present students of the Law Society for the years 1909-11 met, on the invitation of the principal and the other members of the society's teaching staff, for a social gathering on Tuesday evening. The fine library and handsome new common room at the Society's Hall (placed by the kindness of the Council at the disposal of the staff for the occasion) were well filled by an assemblage of about 140 guests, among whom were the President of the society (Mr. H. J. Johnson), the chairman of the Legal Education Committee (Mr. R. A. Pinsent), Sir Homewood Crawford, Mr. Garrett, Mr. Sharpe, and Mr. Welsford (members of Council). Mr. Justice Bucknill was unavoidably prevented by his engagements on circuit from being present, and the vice-president of the society (Mr. W. J. Humfrys) was unable, through illness, to attend.

The first part of the evening's entertainment consisted of songs and violin solos, the latter rendered by Mr. Victor Fletcher, L.R.A.M., whose playing was greatly appreciated. Mr. Humphrey Woolrych kindly acted as accompanist throughout this stage.

After an adjournment for supper, served in the library, the guests returned to the common room to witness a series of clever feats of prestidigitation by Dr. F. Byrd-Page, whose recent recovery from a somewhat serious illness was made the occasion of a warm demonstration of welcome. Dr. Byrd-Page generously gave his delighted audience a full hour's entertainment.

At the close of the proceedings votes of thanks to the performers, the distinguished visitors, the stewards, and the Council of the Law Society for the loan of the rooms were carried by acclamation, and the President of the society, in acknowledging the compliments, expressed the warm interest taken by the Council in the welfare of the society's students, and intimated that the Council had under its immediate consideration a plan for greatly increasing the present inadequate accommodation for students at the society's hall.

Mr. Chadwick, on behalf of the past students, and Mr. Powye, for the present students, though called to order, insisted on expressing their appreciation of social gatherings such as the present, and their hope that they might be of frequent occurrence; and the proceedings terminated at midnight with the singing of the National Anthem.

Council of Legal Education.

The following appointments of examiners have been made by the Council of Legal Education for the year ending January 10, 1912:—

Mr. A. F. Murison, Mr. William Bowstead, Mr. R. Burrows, Mr. J. E. H. Benn, Mr. Theobald Mathew, Mr. Aubrey Spencer, Mr. E. J. Elgood, Mr. R. Ringwood.

Hindu and Mahomedan Law.—Mr. R. H. Macleod.

Roman-Dutch Law.—Mr. R. W. Lee.

The Revenue Bill, 1911.

THE following are the clauses of this Bill to which we referred last week (*ante*, pp. 305, 306):—

PART I.

DUTIES ON LAND VALUES.

1. *Avoidance of contracts for payment of increment value duty by transferee or lessee.*] Any contract made after *the passing of this Act* between a transferor and transferee or a lessor and lessee for the payment by the transferee or lessee, as the case may be, of increment value duty, or any expenses incurred in connection with the payment or assessment of the duty, or for the repayment or re-imbursement by the transferee or lessee to the transferor or lessor in any manner of any payments made by the transferor or lessor in respect of that duty or any such expenses, shall be void.

2. *Explanation and amendment of law as to reversion duty.*]—(1) It is hereby declared that in relation to a lease which has determined the person in whom the lessor's interest was vested immediately before the expiration of the term for which the lease was granted, or if the lease has determined before that time, immediately before the transaction or event in consequence of which the lease has determined is the lessor for the purpose of section fifteen of the Finance (1909-10) Act, 1910

[10 Ed. 7, c. 8] (in this Act referred to as the principal Act), and is the person to whom any benefit accrues from or by reason of the determination of the lease for the purpose of the other provisions of that Act relating to reversion duty.

(2) Where, whether before or after *the passing of this Act*, a lease of any land determines on the vesting of the lessor's interest and the lessee's interest in the same person before the expiration of the term, for which the lease was granted, the amount of the reversion duty (if any) payable shall not be the full duty, but such an amount as would, with compound interest at the rate of *four per centum* per annum for the residue of the term for which the lease was granted, produce the amount of the full duty.

For the purposes of this provision the full duty means the duty (if any) which would have become payable if the lease had not determined until the expiration of the term for which it was granted, and if the total value of the land were at that time the same as it is when the lease actually determines.

(3) Sub-section (3) of section fourteen of the principal Act shall cease to have effect and shall be deemed never to have had effect.

3. *Right of Commissioners of Inland Revenue to appeal against decision of referee.*] It is hereby declared that the Commissioners of Inland Revenue, if dissatisfied with the decision of a referee, have under subsection (4) of section thirty-three of the principal Act a right of appeal to the High Court against the decision as persons aggrieved within the meaning of that provision.

PART IV.

STAMPS.

9. *Exemption in certain cases of leases from increased stamp duty so far as consideration consists of a capital sum.*] Where the consideration, or any part of the consideration, for any lease or tack consists of any money, stock, or security (other than rent) the amount or value of which does not exceed *five hundred pounds*, and the instrument contains a statement certifying that the transaction thereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than rent exceeds five hundred pounds, section seventy-five of the principal Act shall not apply to the duty chargeable in respect of the consideration, or part thereof, which so consists of any money, stock, or security other than rent, but duty shall be charged in respect thereof as if that Act had not passed:

Provided that this section shall not apply in any case where part of the consideration for any lease or tack consists of rent, and that rent exceeds the sum of *fifteen pounds* a year.

Obituary.

Dr. Spence Watson.

The Right Hon. Robert Spence Watson, D.C.L., LL.D., Solicitor, of Newcastle, died on Thursday in last week. He was educated at the Friends' School at York and at University College, London, and was admitted in 1860. He entered on practice at Newcastle-on-Tyne, and for several years devoted himself with much assiduity to his business, which, at his death, was carried on in partnership with Mr. W. S. Burton and Mr. Percy Conder, under the firm of Watson, Burton, & Condor. For a long time past, however, Dr. Watson had been widely known as an active politician, an able speaker, and a leader in educational and literary matters in Newcastle. From 1862 to 1893 he was secretary to the Newcastle Literary and Philosophical Society, became president in 1900, and in 1897 wrote its history. He took an active part in the establishment of the Durham College of Science at Newcastle, and was also vice-chairman of the Governors of the Newcastle Grammar School, and was elected president of the Armstrong College last year. He received the degree of D.C.L. from the University of Durham, and the degree of LL.D. from the University of St. Andrews. His death is greatly lamented in Newcastle.

Legal News.

Appointments.

Sir WILLIAM JOHN CRUMP, of Glenthorn, Harrow Weald, Knt., Solicitor, has been appointed Sheriff for the County of Middlesex.

Mr. EDWARD LAWRANCE BOYER, solicitor, of Coopers' Hall, Basinghall-street, London, has been appointed Clerk and Solicitor to the Worshipful Company of Coopers, in succession to the late clerk, Mr. H. P. Boyer. Mr. E. L. Boyer was admitted a solicitor in 1882, and has acted as the solicitor to the company since 1889.

Changes in Partnerships.

Dissolutions.

JAMES MORGAN, THOMAS HENRY BROOMHALL, and JAMES HALL, solicitors, Cardiff. Feb. 18. Thomas Henry Broomhall retires from the practice, which will be continued by James Morgan and James Hall, at No. 33, St. Mary-street, Cardiff, under the style or firm of James Morgan & Co. [*Gazette*, Feb. 24.

H. J. CALLEY and ARTHUR EDWARD FRANCIS, solicitors (Francis and Calley), 106, Bishopsgate, London. Dec. 31. [*Gazette*, March 3.

General.

The Law Society was represented at the funeral of the late Lord Wolverhampton by Mr. R. A. Pinsent, of Birmingham, a member of the Council.

The Civil Service Estimates (Class III.—Law and Justice) were, says the *Times*, issued on Tuesday. The total estimated expenditure is £4,531,859, a net increase of £89,303, as compared with last year.

The Surrey magistrates, says the *Times*, have asked Mr. Cave, K.C., M.P., to give sittings for a portrait, to be hung in the County Hall, in recognition of his services as Chairman of the Surrey Quarter Sessions for seventeen years. A replica of the portrait is to be presented to Mrs. Cave.

While examining an old leather portmanteau, which he purchased from a hawker, Isaac Halnosky, of Walker-street, Hull, a dealer in second-hand goods, discovered, says the *Evening Standard*, two wills, which have been handed over to the police. It is stated that the wills are in favour of Major Constable, one of the best-known residents in the East Riding, and were signed by the late Mr. Henry Strickland Constable, his father, of Wassand Hall, East Yorkshire, and dated 1897.

On Tuesday last, says the *Evening Standard*, Judge Parry took his seat for the first time at the Sevenoaks County Court. Mr. House, on behalf of the solicitors practising at the court, after expressing the regret they felt at the death of Judge Emden, said they congratulated themselves upon having his Honour Judge Parry appointed to that circuit. In reply, his Honour said: I need hardly say that I desire to associate myself with the words of regret spoken of the late Judge. I feel in coming to this court that I have to follow a Judge of great eminence, and I can assure you I will do my best to carry on the court on the lines conducted as hitherto. If I should wish to make any reform I shall only do it after consultation with the Registrar and the heads of the profession.

Mr. Justice Lush, in his inaugural address to the Chester and North Wales Law Clerks' Society, says the *Evening Standard*, told them that he used to take a little Welsh grammar to and fro with him as a schoolboy. He conjugated every Welsh verb, and he did what was likely to dislocate his spine by pronouncing and parsing and uttering all the Welsh nouns. He might suggest that a patient with a weak spine should be put through a Welsh grammar. It was kill or cure. He rarely went to church or chapel without his Welsh Bible. He took in a Welsh newspaper, and what he was most proud about was that he wrote letters in Welsh to an old friend who first taught him to shoot and fish. Even now, when listening in court to Welsh witnesses, he always kept an eye on his interpreter in the hope that he might be caught napping.

On the 1st inst., in the House of Commons, Mr. Rendall asked the Prime Minister whether his attention had been directed to the fact that on February 14, on the hearing of the case of *Smith* v. *The Lion Brewery Co.*, the House of Lords was constituted of four Law Lords, and, their lordships being equally divided in opinion, the decision of the lower court stood, and the parties to the case were thus put to useless expense; and whether he would consider the desirability of legislation requiring the House of Lords to be constituted of an uneven number of judges so as to avoid the waste of the time of the judges and the money of the public. Mr. Asquith said: I am informed by the Lord Chancellor that the effect of the equal division of opinion in the House of Lords in the case of *Smith* v. *The Lion Brewery Co.* was that the decision of the Court of Appeal stood affirmed. Accordingly the parties were not put to any useless expense, for the decision was effective. It is a very rare occurrence for the House of Lords to be evenly divided in opinion, though it has occasionally occurred there as well as in other courts, and it is not thought necessary to take any legislative step.

The *Times* of Wednesday contains a report, which appeared in its columns a hundred years ago, of a speech in the House of Commons on delays in the Court of Chancery and House of Lords. The speaker said that many suitors in the Court of Chancery, who had the justest causes, were not able, in the course of their lives, to bring their business in that Court to a termination; and often, when the business was at length terminated, the expense of the proceeding ran away with half the property. It was a maxim of Magna Charta (for which he should always feel great respect) that justice should not be delayed, "*nulli deferemus justitiam*," and yet delays most ruinous to the suitors did perpetually take place. It was not the fault of the noble and learned lord (Lord Eldon) who presided in Chancery that there was an immense arrears of business in that court. That noble and learned lord did everything that was in his power to expedite the business; but the truth was that the business of the country has so vastly increased with its prosperity that it was impossible for any one man to go through the business which now came before the Lord Chancellor. The business of the Court of Chancery was now four or five times greater than it was in the time of Lord Hardwicke; and therefore, although formerly one man might go through all the business of that Court, it was now impossible. In the House of Lords, where the same individual presided, as well as in the Court of Chancery, there was an arrear of not less than 300 appeal causes. If even thirty of them were heard every year it would take about thirteen years to go through with them. This delay, which under the present system was unavoidable, might and often was made a source of the most grinding and intolerable

oppression to individuals. No man was more active in the discharge of his duties than the Master of the Rolls, and yet there was an arrear of over 100 causes in his court. There were many cases where this delay was the absolute ruin of persons whose claims were the best founded, but whose cause could not come forward before its regular turn.

In responding to the toast of "The Halifax Law Society," at the annual dinner of that body on the 28th ult., Mr. J. F. Hirst, the president, said that one of the functions the society could attempt to perform was to deal with the absolutely scandalous under-remuneration of much of the work they did. He was the last man in the world to suggest that for the small man or the poor man the law should be made expensive. There was no fear of that. The working man in Halifax could buy his house and have it conveyed to him cheaper than he could almost anywhere else in England. He was very glad it was so, but he hoped at least that the society might in the future in some way be instrumental in doing away with what he believed was an evil. It was undoubtedly a scandalous state of things that some of the best work they did was the most ill-paid. He dared say the popular notion was that lawyers mostly lived by litigation. They did not. They could not. The backbone of their work was conveyancing in some form or other. If a man went to a doctor and got physic he did not know what was in it, but he knew more about the physic than many of their clients knew of the conveyancing work they did for them. It might be well done or ill done, but that would not be discovered for many years, and whether it was done well or ill the fee was the same. A clause in a will or a mercantile arrangement might seem simple to their clients, but they often called forth the greatest qualities that any professional man could have. The lawyer must be learned in the law, he must have a mastery of language, precision in the use of it, experience, the genius for taking infinite pains, and often in these parts he must be half a mercantile man and perhaps half a financier. He hoped by some means, probably by educating public opinion, something might be done to bring about a better state of things and to encourage good work. It was not the law or the lawyers who made the law complicated, as people supposed. The complications they had to grapple with were inherent in the transactions themselves. Even a cottage was a very different thing from a pack of wool. They suffered many things from the hands of the politicians. One idea has been to have registration of title, which would be more dilatory and costly, and would not do in the West Riding. Now they were going to facilitate the transfer of land in a new way—by taxing it. The transfer of land was to be hedged about with the most complicated conditions of which he had ever heard. The only lasting and real reforms in that connection had been initiated and supported and carried through by men who practised the law.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, March 13	Mr Synge	Mr Church	Mr Greswell	Mr Theed
Tuesday 14	Goldschmidt	Synge	Beal	Church
Wednesday 15	Greswell	Goldschmidt	Borrer	Synge
Thursday 16	Beal	Greswell	Leach	Goldschmidt
Friday 17	Borrer	Beal	Farmer	Greswell
Saturday 18	Leach	Borrer	Bloxam	Beal

Date.	Mr. Justice Warrington.	Mr. Justice Neville	Mr. Justice Parker.	Mr. Justice Eve.
Monday, March 13	Mr Leach	Mr Goldschmidt	Mr Borrer	Mr Bloxam
Tuesday 14	Farmer	Greswell	Leach	Theed
Wednesday 15	Bloxam	Beal	Farmer	Church
Thursday..... 16	Theed	Borrer	Bloxam	Synge
Friday 17	Church	Leach	Theed	Goldschmidt
Saturday 18	Synge	Farmer	Church	Greswell

The Property Mart.

Forthcoming Auction Sales.

MAR. 16.—Messrs. FARRERBROTHER, ELLIS, EGERTON, BEACH & Co., at the Mart, at 2: Rental of £419 per annum (see advertisement, page v, Feb. 25).

Mar. 16.—Messrs. ROGERS, CHAPMAN, & THOMAS, at the Mart, at 2: Freehold Residences (see advertisement, page v, Mar 4).

Mar. 16.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2: Reversions, Life Policies, &c. (see advertisement, back page, this week).

April 4.—Messrs. DEBENHAM TEWSON, RICHARDSON & Co., at the Mart, at 2: Freehold Property (see advertisement, page v, this week).

April 3.—Messrs. TUCKETT & SON, at the Mart, at 2: Freehold Residence (see advertisement, page v, this week).

April 4.—Messrs. WEATHERALL & GREEN, at the Mart, at 2: Freehold Ground-Rents (see advertisement, page v, this week).

April 5, Messrs. DANIEL SMITH, SON & OAKLEY, at the Mart, at 2: Freehold Building Land (see advertisement, page vi, this week).

April 5.—Messrs. EDWIN FOX, BOUSFIELD, BURNETTS & BADDELEY, at the Mart: Modern Building and Freehold Building Estates (see advertisement, page vi, this week).

Winding-up Notices.

London Gazette.—FRIDAY, March 3.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BENJAMIN BRIGGS & Co, LTD—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to William Bolton, 13, Spring gdns, Manchester. Lawson & Co, Manchester, solors to liquidator

CLEMMENS & Co, LTD—Creditors are required, on or before March 27, to send their names and addresses, and the particulars of their debts or claims, to W. H. Martin & Co, 15, King st, Guildhall, solors for liquidator

COLONIAL FERRO-CONCRETE SYNDICATE, LTD — Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Stanley Boord Shaddick, 59-60, Gracechurch st, liquidator

FREEHOLD COPPER PROPERTIES, LTD (IN LIQUIDATION)—Creditors are required, on or before May 15, to send their names and addresses, and the particulars of their debts or claims to Henry Adrian McMahon, Winchester House, Old Broad st. Blackman, Gresham House, Old Broad st, solor to liquidator

KORHAM WATERWORKS, LTD — Creditors are required, on or before April 4, to send in their names and addresses, and particulars of their debts or claims, to Charles Simpson, 31, Copthall av. Ashurst & Co, Throgmorton av, solors for liquidator

MANCHESTER REVERSIONARY Co, LTD—Creditors are required, on or before March 16, to send their names and addresses, and the particulars of their debts or claims, to John Harold Worthington, 13, Spring gdns, Manchester, liquidator

MIDLAND ENGINEERING Co, LTD—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to H. W. Brettell, 11, Waterloo st, Birmingham. Edge & Ellison, solors for liquidator

POMONA HAULAGE Co, LTD—Petn for winding up, presented Feb 27, directed to be heard before the Court, at Quay st, Manchester, on March 14. Hislop & Son, Manchester, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 14

PREMIER LEAD MINES, LTD—Creditors are required, on or before April 5, to send their names and addresses, and the particulars of their debts or claims, to William Stenton Gibbon, 40, Brazennose st, Manchester. Hall & Co, Manchester, solors for liquidator

STANDARD KIESELGUHR Co, LTD—Petn for winding up, presented Feb 23, directed to be heard March 14. Gedge & Co, Norfolk st, Strand, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 13

TRADING STEAMSHIP Co, LTD (IN LIQUIDATION)—Creditors are required, on or before April 6, to send their names and addresses, and the particulars of their debts or claims, to J. W. Falconer, 9, Sandhill, Newcastle-on-Tyne, liquidator

UNITED ESTATE AND INVESTMENT Co, LTD — Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Mr. Gilbert Courtenay Clarke, 13, Basinghall st, liquidator

VICTORIA DEVELOPMENT SYNDICATE, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 30, to send particulars of their debts or claims, to H. C. Bound, 37, Moorgate st, liquidator

London Gazette.—TUESDAY, March 7.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

J. S. DOIG & Co (FLEETWOOD ENGINEERING WORKS), LTD—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts or claims, to John Potter, London st, Fleetwood. Crosby & Hodson, solors to liquidator

KEIGHLEY COFFEE HOUSE Co, LTD—Creditors are required, on or before April 25, to send their names and addresses, and the particulars of their debts and claims, to William Robertshaw, 1, Burlington chmbrs, North st, Keighley. Waterworth & Son, Keighley, solors to the liquidator

LINOTYPE Co, LTD (IN VOLUNTARY LIQUIDATION FOR THE PURPOSE OF AMALGAMATION WITH THE MACHINERY TRUST LTD)—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to Edwin Lewis Booty, 188, Fleet st. Minet & Co, St Helen's pl, solors for the liquidator. NOTE.—The liabilities of the Company of which the liquidator is aware, have been duly discharged. The above advertisement is inserted formally for the protection the liquidator

T. G. SYNDICATE, LTD—Creditors are required, on or before May 2, to send in their names and addresses, and the particulars of their debts or claims, to Josiah Stevens, 63, Queen Victoria st, liquidator

WARING & GILLOW, LTD—Creditors are required, on or before April 18, to send their names and addresses, and the particulars of their debts or claims, to William Plender, 5, London Wall bldgs. Ashurst & Co, Throgmorton av, solors to the liquidator

W. B. WILKINSON & Co, LTD—Creditors are required, on or before April 19, to send their names and addresses, and the particulars of their debts or claims, to Thomas Harrison, 31, Mosley st, Newcastle-on-Tyne, liquidator

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Feb. 24.

HEAGE COLLIERY, LTD.
W. FRANKLIN & SONS, LTD.
WESTRALIA MOUNT MORGANS GOLD MINES Co, LTD.
DIGALLA CEYLON TEA ESTATE Co, LTD.
SURREY SYNDICATE, LTD.
MLANJI COPPER ESTATES, LTD.
P. Q. SYNDICATE, LTD.
DAYLESFORD GOLD MINES, LTD.
PULLCAR MOTOR Co, LTD.
REDCAR RINKERIES, LTD.
LANCASHIRE AND YORKSHIRE STEAM NAVIGATION Co, LTD.
NELSON BRIERLEY, LTD.
DIXON POWNER & Co, LTD.
BURMA MINES DEVELOPMENT AND AGENCY, LTD.
ALCESTER BREWERY, LTD.
LONG'S LOCKING BOLT Co, LTD.
NEW BANKET SYNDICATE, LTD.
MINING AND GENERAL SUPPLIES Co, LTD.
LANGDON DAVIES MOTOR Co, LTD.
SULPHOSA SALT Co, LTD.
WEIDMAAS HYGIENIC INSTITUTE, LTD.

London Gazette.—TUESDAY, Feb 28.

GRIMSBY STEAM SHIPPING Co, LTD.
BRITISH INDUSTRIES UNEMPLOYMENT INSURANCE Co LTD.
BRITISH CASHEW Co, LTD (Reconstruction)
TURGOON & Co, LTD.
NETA-GENEVE GOLD MINES, LTD.
HEWITT'S PATENTS, LTD.
ROCK CHANNEL STEAMSHIP Co, LTD.
AMERICAN "E.C." AND "SCHULTZE" GUNPOWDER Co, LTD.
W. H. ELLIS, LTD.
BLACK BEAR PRESS, LTD.
BOURNEMOUTH MOTORS, LTD.
STEINHART AND VOGEL'S COMPLEX ORE PROCESS, LTD.

Bankruptcy Notices.

London Gazette.—FRIDAY, Mar. 3.

RECEIVING ORDERS.

APPEL, MONTAGUE J, Pentonville rd, King's Cross High Court Pet Jan 31 Ord Feb 28

BAILEY, HENRY, Shrewsbury, Boot Maker Shrewsbury Pet Mar 1 Ord Mar 1

BAXTER, GEORGE MELLERSH, Buckingham st, Adelphi High Court Pet Feb 8 Ord Feb 28

BELLAMY, ROBERT WILLIAM, Derby, Refreshment house Keeper Derby Pet Feb 27 Ord Feb 27

BLUNT, HARRY W, Breedon on the Hill, nr Ashby de la Zouch, Leicester, Stud Farm Proprietor High Court Pet Feb 2 Ord Feb 28

BOWEN, JOHN, Penrhiwceiber, Glam, Colliery Contractor Pontypridd Pet Feb 16 Ord Feb 27

BOWN, FRANK, Winton, Bournemouth, Grocer Poole Pet Feb 10 Ord Feb 28

BRIDGES, GEORGE, St James's st High Court Pet Jan 6 Ord Feb 28

BROOKER, JAMES, West Ham, Essex, Tobacconist High Court Pet Jan 26 Ord Feb 28

CARTER, JOSEPH HERBERT, Kirkburton, nr Huddersfield, General Clothier Huddersfield Pet Feb 28 Ord Feb 28

CONNICK, ALFRED, Merthyr Tydfil, Collier Merthyr Tydfil Pet Feb 25 Ord Feb 25

CULLINGFORD, CHARLES, Upper Holloway, Licensed Victualler High Court Pet Feb 7 Ord Feb 27

EVANS, JOHN, Aston, Warwick, Baker Birmingham Pet Feb 28 Ord Feb 28

FETTIPLACE, JOSEPH, Nottingham, Fishmonger Nottingham Pet Feb 3 Ord Feb 27

HALES, E V, Birmingham, Builder Birmingham Pet Feb 1 Ord Feb 27

HARRIS, MIRIAM, Cardiff, Skirt Manufacturer Cardiff Pet Feb 28 Ord Feb 28

HODGES, WILLIAM SAMUEL, Shepton Mallet, Somerset, Greengrocer Wells Pet Feb 28 Ord Feb 28

HOPEWELL, WILLIAM WATSON, Nottingham, Lace Warehouseman Nottingham Pet Feb 24 Ord Feb 27

HORROX, JOSEPH WILLIAM, Linton, York York Pet Feb 27 Ord Feb 27

JACKSON, NORMAN WILLIAM, Lawford, Essex, Company's secretary Colchester Pet Feb 27 Ord Feb 27

KENT, JOHN EDWIN, Halesworth, Suffolk, Ironmonger Gt Yarmouth Pet Feb 27 Ord Feb 27

LAMBERT, WILLIAM HENRY, Shepherd's Bush rd, Wine Merchant High Court Pet Feb 6 Ord Mar 1

LEE, MARGARET, Hulme, Manchester, Provision Dealer Manchester Pet Feb 1 Ord Feb 27

LOWNDES, WILLIAM FREDERICK LOWNDES FRITH, Bury, Chesham, Bucks Aylesbury Pet Dec 14 Ord Mar 1

MEREDITH, MORGAN, Aberdare, Coal Miner Aberdare Pet Feb 27 Ord Feb 27

MOBBERLEY, RICHARD HAROLD, Kinver, Staffs, Coal Merchant Stourbridge Pet Feb 11 Ord Feb 28

NADEN, TRISTRAM, Macclesfield, Gentlemen's Outfitter Macclesfield Pet Feb 17 Ord Feb 28

NARBOROUGH, WILLIAM JOHN, Woburn, Bedford, Licensed Victualler Luton Pet Mar 1 Ord Mar 1

PILIDES, S, Mark la High Court Pet Jan 18 Ord Feb 28

PRESTON, RICHARD DICKSON, West Kensington park, Hammersmith, Stockbroker High Court Pet Jan 11 Ord Mar 1

QUIRK, WILLIAM, Liverpool, Baker Liverpool Pet Feb 13 Ord Mar 1

ROBERTS, JOHN, Pwllheli, Carnarvon, Carter Portmadoc Pet Feb 28 Ord Feb 28

SAUNDERS, FRANK, Salisbury, Wilts, Plumber Salisbury Pet Feb 27 Ord Feb 27

SHARPS, WILLIAM, Broadheath, Chester, Grocer Manchester Pet Feb 27 Ord Feb 27

SILVERWOOD, ROBERT, Keighley, Yorks, Fruiterer Bradford Pet Mar 1 Ord Mar 1

SMITH, GEORGE, Hughenden, Bucks, Stone Cutter Aylesbury Pet Mar 1 Ord Mar 1

SMITH, JOSEPH HARRY, Aston, Warwick, Gold Chain Manufacturer Birmingham Pet Feb 28 Ord Feb 28

SMITH, REUBEN, Haslemere, Surrey, Builder Guildford Pet Feb 1 Ord Feb 28

STEPHENS, ALBERT JOHN, Ross, Hereford, Dairyman Hereford Pet Feb 27 Ord Feb 27

STONE, JAMES ERNEST, Horstead, Norfolk, Farmer Norwich Pet Mar 1 Ord Mar 1

SUMMERS, GEORGE CHARLES, and HOWARD GEORGE DAWSON, Walton, Liverpool, Coal Agents Liverpool Pet Feb 14 Ord Mar 1

THOMAS, LEWIS, Ammanford, Carmarthen, Underground Haulier Carmarthen Pet Mar 1 Ord Mar 1

TOMLINSON, HENRY, Hazelgrove, nr Stockport, Corn Dealer Manchester Pet Feb 14 Ord Feb 27

TOPE, ALFRED, South Brent, Devon, Baker Plymouth Pet Feb 28 Ord Feb 28

TURNER, JOSEPH, South Shields Newcastle on Tyne Pet Feb 10 Ord Feb 27

WARDLAW, Sir HENRY, Forest Hill, Kent, Baronet Greenwich Pet Jan 26 Pet Feb 28

WEBB, JOSEPH, Felixstowe, General Labourer Ipswich Pet Feb 27 Ord Feb 27

WOOD, JOHN WILLIAM, Goole, York, Painter Wakefield Pet Mar 1 Ord Mar 1

YOUNG, SAMUEL, Lye, Worcester, Tailor Stourbridge Pet Feb 27 Ord Feb 27

FIRST MEETINGS.

APPEL, MONTAGUE J, Pentonville rd, King's Cross Mar 13 at 1 Bankruptcy bldgs, Carey st

BAILEY, HENRY, Frankwell, Shrewsbury, Boot Maker Mar 11 at 12.30 Off Rec

BAXTER, GEORGE MELLERSH, Buckingham st, Adelphi Mar 14 at 12 Bankruptcy bldgs, Carey st

BEARDSWORTH JOHN, Bamber Bridge, nr Preston, Wholesale Confectioner Mar 13 at 3 Off Rec, 13, Winckley st, Preston

BLUNT, HARRY W, Breedon on the Hill, nr Ashby de la Zouch, Stud Farm Proprietor Mar 13 at 2.30 Bankruptcy bldgs, Carey st

BOWEN, JOHN, Penrhiwceiber, Glam, Colliery Contractor Mar 16 at 11.15 Off Rec, St Catherine's chmbrs, Catherine st, Pontypridd

BOWN, FRANK, Winton, Bournemouth, Grocer Mar 13 at 2.30 St Peter's Small Hall, Hinton rd, Bournemouth

BRENDAND, CHARLES EVERETT, Whalley, Lancs, Baker Mar 13 at 3.45 Off Rec, 13, Winckley st, Preston

BRIDGES, GEORGE, St James's st Mar 17 at 11 Bankruptcy bldgs, Carey st

BROOKER, JAMES, West Ham, Essex, Tobacconist Mar 14 at 2.30 Bankruptcy bldgs, Carey st

COCKAYNE, FREDERICK, Derby, Consulting Engineer Mar 13 at 12 Off Rec, 5, Victoria bldgs, London rd, Derby

CONNICK, ALFRED, Aberfan, Merthyr Tydfil, Collier Mar 14 at 12.30 Off Rec, St Catherine chmbrs, St Catherine st, Pontypridd

CULLINGFORD, CHARLES, Hampden rd, Upper Holloway, Licensed Victualler Mar 13 at 12 Bankruptcy bldgs, Carey st

DOWNES, LACEY, Ironmonger la, Secretary Mar 13 at 11 Bankruptcy bldgs, Carey st

DUNNING, HARRY FRANK, Beaminster, Dorset, Farmer Mar 14 at 12.45 Off Rec, City chmbrs, Catherine st, Salisbury

ELMORE, GEORGE HENRY, Oaklands, Chellaston, Derby, Land Agent's Clerk Mar 13 at 11.30 Off Rec, 5, Victoria bldgs, London rd, Derby

EVANS, JOHN, Aston, Warwick Baker Mar 15 at 12.45 Ruskin chmbrs, 191, Corporation st, Birmingham

GIBSON, SIKES HENRY, Liverpool, Auctioneer Mar 13 at 2.30 Off Rec, 35, Victoria st, Liverpool

HALES, E V, Birmingham, Builder Mar 15 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham

HORROX, JOSEPH WILLIAM, Linton, York Mar 15 at 2.30 Off Rec, The Red House, Duncombe pl, York

JACKSON, NORMAN WILLIAM, Lawford, Essex, Company's secretary Mar 13 at 12.30 36, Princes st, Ipswich

JOHNSON, E M, Stoke upon Trent, Merchant Mar 13 at 11.30 Off Rec, King st, Newcastle, Staffs

KITSELL, THOMAS ROGERS, Egg Buckland, Devon, Architect Mar 14 at 3.30 7, Buckland ter, Plymouth

LEACH, FREDERICK JOHN, Aikham, nr Dover, Farmer Mar 11 at 10.30 Off Rec, 68A, Castle st, Canterbury

MADDEN, CHARLES BUTCHER, Bedford, Cab Proprietor Mar 13 at 3 Off Rec, The Parade, Northampton

MEREDITH, MORGAN, Aberdare, Coal Miner Mar 13 at 3 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd

NICKLIN, GEORGE JAMES, Birmingham, Commercial Traveller Mar 15 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham

PITCHER, WILLIAM, Lowestoft, Carter Mar 11 at 12.30 Off Rec, 8, King st, Norwich

SANDERSON, WILLIAM, Barrow in Furness, Furniture Remover Mar 11 at 11.15 Off Rec, 16, Cornwallis st, Barrow in Furness

SAUNDERS, FRANK, Salisbury, Wilts, Plumber Mar 14 at 12 Off Rec, City chmbrs, Catherine st, Salisbury

SHARPS, WILLIAM, Broadheath, Cheshire, Grocer Mar 11 at 11.30 Off Rec, Byrom st, Manchester

SMITH, JOSEPH HARRY, Birmingham, Gold Chain Manufacturer Mar 15 at 12.30 Ruskin chmbrs, 191, Corporation st, Birmingham

THOMAS, LEWIS, Ammanford, Carmarthen, Underground Haulier Mar 11 at 12 Off Rec, 4, Queen st, Carmarthen

THOMAS, OWEN EDWARD, Bangor, Chemist Mar 13 at 12 Crypt chmbrs, Eastgate row, Chester

TRAVIS, ALBERT, Gorton, Manchester, Machine Merchant Mar 11 at 11 Off Rec, Byrom st, Manchester

TYSON, CHARLES, and JOHN TYSON, Northampton, Boot Manufacturers Mar 13 at 12 Off Rec, the Parade, Northampton

WALKER, THOMAS, Little Harwood, nr Blackburn, Farmer Mar 11 at 11 Off Rec, 13, Winckley st, Preston

WALMSLEY, CROMWELL, St Annes on the Sea, Draper Mar 13 at 3.30 Off Rec, 13, Winckley st, Preston

WATKIN, DAVID WILLIAMS, Pontlottyn, Glam, Builder Mar 14 at 2.30 Off Rec, St Catherine chmbrs, St Catherine st, Pontypridd

WEBB, JOSEPH, Felixstowe, General Labourer Mar 16 at 10 Off Rec, 36, Princes st, Ipswich

ADJUDICATIONS.

BELLAMY, ROBERT WILLIAM, Derby, Refreshment house Keeper Derby Pet Feb 27 Ord Feb 27

BEWICK, ARTHUR, Redcar, York, Tailor Middlesbrough Pet Feb 13 Ord Feb 28

BIRT, Rev DOUGLAS, Long acre Salisbury Pet Jan 26 Ord Mar 1

BRENNARD, CHARLES EVERETT, Whalley, Lancs, Baker Blackburn Pet Feb 23 Ord Feb 28

BYLES, ROBERT HENRY, Copthall av, Mining Engineer High Court Pet Jan 6 Ord Feb 27

CARPENTER, DAVID, Oxford st High Court Pet Oct 18 Ord Feb 27

CARTER, JOSEPH HERBERT, Kirkburton, nr Huddersfield, General Clothier Huddersfield Pet Feb 28 Ord Feb 28

CASHFIELD, SIDNEY, Luton, Beds High Court Pet Jan 28 Ord Feb 27

CONNICK, ALFRED, Merthyr Vale, Merthyr Tydfil, Collier Merthyr Tydfil Pet Feb 25 Ord Feb 25

CRISP, ALFRED GEORGE, Gorleston, Norfolk, Fishing Boat Owner Great Yarmouth Pet Feb 15 Ord Mar 1

DARRACOTT-BROOKE, Lieut KENNEDY GERARD, Dartmouth High Court Pet Oct 6 Ord Feb 27

FENWICKE, GEORGE GERARD CHARLES, Stockerston, Leicester High Court Pet Feb 1 Ord Feb 28

FISH, JAMES, jun, Manchester, Licensed Victualler Manchester Pet Feb 6 Ord Feb 27

HARRIS, MIRIAM, Cardiff, Skirt Manufacturer Cardiff Pet Feb 28 Ord Feb 28

HODGES, WILLIAM SAMUEL, Shepton Mallet, Somerset, Greengrocer Wells Pet Feb 28 Ord Feb 28

HORROX, JOSEPH WILLIAM, Leeds York Pet Feb 27 Ord Feb 27

JACKSON, NORMAN WILLIAM, Lawford, Essex, Company's Secretary Colchester Pet Feb 27 Ord Feb 27

JOHN, WILLIAM, Kenfig Hill, Glam, Grocer Cardiff Pet Feb 25 Ord Jan 28

LOWTHER, HORACE, Dulwich rd, Herne Hill, Surgeon High Court Pet Jan 6 Ord Feb 27

MADDEN, CHARLES BUTCHER, Bedford, Cab Proprietor Bedford Pet Feb 24 Ord Feb 28

MEREDITH, MORGAN, Aberdare, Glam, Coal Miner Aberdare Pet Feb 27 Ord Feb 27

NARBOROUGH, WILLIAM JOHN, Woburn, Bedford, Licensed Victualler Luton Pet Mar 1 Ord Mar 1

NEWBERY, ERNEST PRESTON, New Malden, Surrey, Decorator Kingston, Surrey Pet Jan 11 Ord Feb 28

PEARCE, GEORGE, Bedford pl High Court Pet Jan 16 Ord Mar 1

ROBERTS, JOHN, Pwllheli, Carnarvon, Carter Portmadoc Pet Feb 28 Ord Feb 28

SAUNDERS, FRANK, Salisbury, Plumber Salisbury Pet Feb 27 Ord Feb 27

SHARPS, WILLIAM, Broadheath, Chester, Grocer Manchester Pet Feb 27 Ord Feb 27

SILVERWOOD, ROBERT, Damside, Keighley, York, Fruiterer Bradford Pet Mar 1 Ord Mar 1

SMITH, GEORGE, Hughenden, Bucks, Stone Cutter Aylesbury Pet Mar 1 Ord Mar 1

SMITH, JOSEPH HARRY, Birmingham, Gold Chain Manufacturer Birmingham Pet Feb 28 Ord Feb 28
STEPHENS, ALBERT JOHN, Ross, Hereford, Dairyman Hereford Pet Feb 27 Ord Feb 27
STONE, JAMES ERNEST, Horstead, Norfolk, Farmer Norwich Pet Mar 1 Ord Mar 1
STORRY, JOHN, Colchester, Brewer's Traveller, Colchester Pet Jan 31 Ord Feb 27
SUTHERLAND, DANIEL DURAND, Clapham rd High Court Pet Jan 30 Ord Mar 1
THOMAS, LEWIS, Ammanford, Carmarthen, Underground Haulier Carmarthen Pet Mar 1 Ord Mar 1
TOMLINSON, HENRY, Manchester, Corn Dealer Manchester Pet Feb 14 Ord Feb 28
TOPE, ALFRED, South Brent, Devon, Baker Plymouth Pet Feb 28 Ord Feb 28
WEBB, JOSEPH, Felixstowe, General Labiurer Ipswich Pet Feb 27 Ord Feb 27
WOOD, JOHN WILLIAM, Goole, York, Painter Wakefield Pet Mar 1 Ord Mar 1
YOUNG, SAMUEL, Lye, Worcester, Tailor Stourbridge Pet Feb 27 Ord Feb 27

London Gazette.—TUESDAY, Mar. 7.

RECEIVING ORDERS.

AMMON, ARTHUR FREDERIC, Bowdon, Cheshire, Export Agent Salford Pet Feb 9 Ord Mar 2
BOOTH, TYNDAL CHARLES BARON, Threadneedle st, Bank Clerk High Court Pet Mar 2 Ord Mar 3
BOYD, WILLIAM BROWN, Darlington, Joiner Stockton on Tees Pet Mar 3 Ord Mar 3
BROADBENT, MARY ANN, Mountain Ash, Glam, Greengrocer Aberdare Pet Mar 3 Ord Mar 3
CARTWRIGHT, CHARLES HENRY, Finsbury pvmt, Auctioneer High Court Pet Feb 3 Ord Feb 24
COCKING, TOM, Huddersfield, Watchmaker Huddersfield Pet Mar 4 Ord Mar 4
COLE, GEORGE THOMAS, Great Yarmouth, Boat Owner Great Yarmouth Pet Feb 27 Ord Mar 3
CRUTCHFIELD, CHARLES, Cheshunt, Hertford, Nurseryman Edmonton Pet Feb 13 Ord Mar 3
DAVIES, SAMUEL, Gilfach, Bargood, Glam, Hay and Corn Merchant Merthyr Tydfil Pet Feb 18 Ord Mar 4
ELLIOTT, GEORGE THOMAS, St Mary Church, Devon, Fish Dealer Exeter Pet Mar 2 Ord Mar 2
FAITH, WILLIAM, Bulkington, nr Nuneaton, Warwick, Congregational Minister Coventry Pet Mar 2 Ord Mar 2
GOWER, Lord RONALD SUTHERLAND, Well Walk, Hampstead Tunbridge Wells Pet Mar 2 Ord Mar 2
HERBERT, WILLIAM HENRY, Queen's gate High Court Pet Feb 11 Ord Mar 3
HILL, CHARLES HERBERT, West Bromwich, Roll Turner West Bromwich Pet Mar 3 Ord Mar 3
HOLMES, ARTHUR, Otley, York, Cattle Dealer Leeds Pet Mar 1 Ord Mar 1
JENKINS, OSWALD, Little Aston, Sutton Coldfield High Court Pet Jan 20 Ord Mar 3
JONES, MARGARET JANE, Newtown, Montgomery, Grocer Newtown Pet Mar 4 Ord Mar 4
JOSEPH, ISAAC, Maesteg, Glam, Miners' Outfitter Cardiff Pet Mar 2 Ord Mar 2
KING, ALBERT, Rogerstone, nr Newport, Mon, Builder Newport, Mon Pet Feb 8 Ord Mar 3
KREPS, UCIAS, Liverpool, Hosier and Draper Birkenhead Pet Feb 2 Ord Mar 2
MARSH, W H, Holborn, Athletic Outfitter's Manager High Court Pet Jan 4 Ord Mar 1
MUIR, JAMES ANDREW, Rochdale, Grocer Rochdale Pet Feb 15 Ord Mar 2
NOEL, Hon ROBERT EDMUND THOMAS MORE, Hounslow, Officer Brentford Pet Jan 25 Ord Mar 3
NORTH, JOHN, Southsea, Baker Portsmouth Pet Mar 1 Ord Mar 1
QUARTON, THOMAS HENRY, Scunthorpe, Fish Dealer Gt Grimsby Pet Mar 1 Ord Mar 1
RIMMINGTON, FRED, and GEORGE RIMMINGTON, Leicester, Builders Leicester Pet Mar 4 Ord Mar 4
SANDLAND, ROBERT DICKEN, Leeds, Instructor in Physical Culture Leeds Pet Mar 2 Ord Mar 2
SASOVSKY, PHILLIP, Whitechapel High Court Pet Mar 2 Ord Mar 2
SCHAUMLOEFFEL, JACOB, Leman st, Whitechapel High Court Pet Feb 8 Ord Mar 2
SYKES, WILLIAM, Linthwaite, nr Huddersfield, Farmer's Man Huddersfield Pet Mar 4 Ord Mar 4
TAGGETT, JOHN, Crumlin, Mon, Collier Newport, Mon Pet Mar 4 Ord Mar 4
TALLEY, WILLIAM JAMES, Southsea, Shipwright Portsmouth Pet Mar 1 Ord Mar 1
THOM, FRANCIS WALTER, White Lion st, Spitalfields, Hat Trimming Manufacturer High Court Pet Mar 3 Ord Mar 3
URWIN, JAMES, Church st, Clapham, Licensed Victualler High Court Pet Mar 1 Ord Mar 1
VIVIAN, HERBERT, Knightsbridge, Journalist High Court Pet Nov 2 Ord Mar 2
WATERALL, HORACE GEORGE, Edgware rd, Lithographic Printer High Court Pet Mar 2 Ord Mar 2
WEIL, SAMUEL, Finsbury Park rd, Tobacconist High Court Pet Jan 16 Ord Mar 2
WELCH, KATE ROSSITER, Winton, Bournemouth Poole Pet Mar 4 Ord Mar 4
WESCOTT, H STANLEY, Canfield gdns, Hampstead, Stockbroker High Court Pet Dec 16 Ord Mar 2
WOODHEAD, GEORGE, Leeds, Tobacconist Leeds Pet Mar 4 Ord Mar 4
WRENNALL, CUTHBERT, Claughton on Brock, Lancs, Farmer Preston Pet Mar 4 Ord Mar 4

FIRST MEETINGS.

BELLAMY, ROBERT WILLIAM, Derby, Refreshment House Keeper Mar 15 at 11 Off Rec, 5, Victoria bldgs, London rd, Derby
BEWICK, ARTHUR, Redcar, York, Tailor Mar 16 at 11.30 Off Rec, Court chmbrs, Albert rd Middlesbrough
BOOTH, TYNDAL CHARLES BARON, Callcott rd, Brondesbury Bank Clerk Mar 16 at 12 Bankruptcy bldgs, Carey st
BUTTON, WILLIAM JAMES, Trowbridge, Wilts, Builder Mar 15 at 11.45 Off Rec, 26, Baldwin st, Bristol
CARTER, JOSEPH HERBERT, Kirkburton, nr Huddersfield, General Clothier Mar 16 at 2.15 Law Society's Room, Imperial Arcade, New st, Huddersfield
COLE, GEORGE THOMAS, Great Yarmouth, Boat Owner Mar 17 at 11.30 Star Hotel, Great Yarmouth
COLE, THOMAS WILLIAM, Great Yarmouth, Fishing Boat Owner Mar 17 at 10.45 Star Hotel, Great Yarmouth
CRISP, ALFRED GEORGE, Gorleston, Fishing Boat Owner Mar 17 at 11 Star Hotel, Great Yarmouth
ELLIOTT, GEORGE THOMAS, St Mary Church, Devon, Fish Dealer Mar 22 at 10.30 Off Rec, 9, Bedford circus, Exeter
FAITH, WILLIAM, Bulkington, nr Nuneaton, Congregational Minister Mar 16 at 11 Off Rec, 8, High st, Coventry
FOWLER, WILLIAM HENRY, Chilson, nr Charlbury, Oxford, Farmer Mar 15 at 11.30 1, St. Aldate's, Oxford
GALLEY, WILLIAM JAMES, Southsea, Shipwright Mar 16 at 4 Off Rec, Cambridge junc, High st, Portsmouth
GRAY, CECIL OWEN, Birmingham, Dentist Mar 16 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
HAGUE, GEORGE, Worrall, nr Sheffield, Farmer Mar 15 at 12 Off Rec, Figtree ln, Sheffield
HEYS, JAMES SAMUEL, Footle, Lancs, Timber Merchant Mar 15 at 11 Off Rec, 35, Victoria st, Liverpool
HODGES, WILLIAM SAMUEL, Shepton Mallet, Somerset, Greengrocer Mar 15 at 12 Off Rec, 26, Baldwin st, Bristol
HOLMES, ARTHUR, Bradford rd, Otley, York, Cattle Dealer Mar 15 at 11 Off Rec, 24, Bond st, Leeds
JENKINS, OSWALD, Aston, Sutton Coldfield Mar 15 at 11 Bankruptcy bldgs, Carey st
JOHN, WILLIAM, Kenfig Hill, Glam, Grocer Mar 16 at 3 117, St Mary st, Cardiff
LAMBERT, WILLIAM HENRY, Shepherd's Bush rd, Wine Merchant March 15 at 12 Bankruptcy bldgs, Carey st
LEACH, WILLIAM WAINWRIGHT, Leominster, Motor Proprietor Mar 16 at 1 4, Corn sq, Leominster
LEE, MARGARET, Hulme, Manchester Mar 16 at 3 Off Rec, Byrom st, Manchester
LEWIS, ARTHUR VALENTINE, Kington, Hereford, Cycle Agent Mar 15 at 12.45 2, Offa st, Hereford
LEY, CLAUDE VAWDREY, Roseberry rd, Muswell Hill, Mercantile Clerk Mar 16 at 12 14, Bedford row
MAPP, JOHN ERNEST, Cleobury Mortimer, Salop, Baker Mar 15 at 2.15 Lion Hotel, Kidderminster
MARSH, W H, Holborn, Athletic Outfitter's Manager Mar 15 at 1 Bankruptcy bldgs, Carey st
MOBBERLEY, RICHARD HAROLD, Kinver, Stafford, Coal Merchant Mar 17 at 12 Off Rec, 1, Priory st, Dudley
NADEN, TRISTRAM, Macclesfield, Gentlemen's Outfitter Mar 15 at 12 Off Rec, 23, King Edward st, Macclesfield
NAHAS, JOSEPH, Manchester, Shipper Mar 15 at Off Rec, Byrom st, Manchester
NORTH, JOHN, Southsea, Baker Mar 16 at 3 Off Rec, Cambridge junc, High st, Portsmouth
PESCIO, JAMES, Great Yarmouth, Confectioner Mar 15 at 1 Off Rec, 8, King st, Norwich
PILIDES, S, Mark ln Mar 15 at 11 Bankruptcy bldgs, Carey st
POTTER, MITCHELL EDWIN, Eastover, Bridgwater, Outfitter Mar 15 at 11.30 Off Rec, 26, Baldwin st, Bristol
POTTS, WILLIAM, Burton on Trent, Builder Mar 16 at 11 Off Rec, 5, Victoria bldgs, London rd, Derby
PRESTON, RICHARD DICKSON, Sinclair rd, Kensington Park, Hammersmith, Stockbroker Mar 15 at 12 Bankruptcy bldgs, Carey st
QUARTON, THOMAS HENRY, Scunthorpe, Fish Dealer Mar 15 at 11 Off Rec, 86 Mary's chmbrs, Great Grimsby
RIMMINGTON, FRED, and GEORGE RIMMINGTON, Leicester, Builders Mar 17 at 12 Off Rec, 1, Berridge st, Leicester
ROBERTS, JOHN, Pwllheli, Carnarvon, Carter Mar 21 at 11.45 County Police bldgs, Blaenau Festiniog
SANDLAND, ROBERT DICKEN, Leeds, Instructor in Physical Culture Mar 15 at 11.30 Off Rec, 24, Bond st, Leeds
SASOVSKY, PHILLIP, Brick ln, Whitechapel Mar 20 at 11 Bankruptcy bldgs, Carey st
SCHAUMLOEFFEL, JACOB, Leman st, Whitechapel Mar 16 at 11 Bankruptcy bldgs, Carey st
SMITH, REUBEN, Haslemere, Surrey, Builder Mar 15 at 12 The Hall, Haslemere and District Industrial Co-operative Society (Ltd), Clay hill, Haslemere, Surrey
THOM, FRANCIS WALTER, White Lion st, Spitalfields, Hat Trimming Manufacturer Mar 17 at 11 Bankruptcy bldgs, Carey st
TOMLINSON, HENRY, Manchester, Corn Dealer Mar 15 at 3.30 Off Rec, Byrom st, Manchester
TURNER, JOSEPH, South Shields Mar 15 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne
URWIN, JAMES, Church st, Clapham rd, Licensed Victualler Mar 15 at 1 Bankruptcy bldgs, Carey st
VIVIAN, HERBERT, Knightsbridge, Journalist Mar 17 at 1 Bankruptcy bldgs, Carey st
WARDLAW, Sir HENRY, Bart, Pearfield rd, Forest Hill Mar 15 at 11.30 132, York rd, Westminster Bridge rd
WATERALL, HORACE GEORGE, Edgware rd, Lithographic Printer Mar 16 at 12 Bankruptcy bldgs, Carey st
WEIL, SAMUEL, Fenchurch st, Tobacconist Mar 16 at 1 Bankruptcy bldgs, Carey st
WELCH, KATE ROSSITER, Winton, Bournemouth Mar 16 at 2.30 Arcade chmbrs (first floor), Bournemouth
WESTCOTT, H STANLEY, Canfield gdns, Hampstead, Stockbroker Mar 17 at 12 Bankruptcy bldgs, Carey st
WOOD, JOHN WILLIAM, Goole, York, Painter Mar 16 at 11 Off Rec, 6, Bond ter, Wakefield
YOUNG, SAMUEL, Lye, Worcester, Tailor Mar 15 at 12 Rec, 1, Priory st, Dudley

ADJUDICATIONS.

BAILEY, HENRY, Shrewsbury, Boot Maker Shrewsbury Pet Mar 1 Ord Mar 3
BOOTH, TYNDAL CHARLES BARON, Callcott rd, Brondesbury Bank Clerk High Court Pet Mar 2 Ord Mar 3
BOYD, WILLIAM BROWN, Darlington, Joiner Stockton on Tees Pet Mar 3 Ord Mar 3
BRAY, ALBERT EDWARD, Linthorpe, Middlesbrough, Builder Middlesbrough Pet Feb 6 Ord Mar 3
BROADBENT, MARY ANN, Mountain Ash, Glam, Greengrocer Aberdare Pet Mar 3 Ord Mar 3
CARTWRIGHT, CHARLES HENRY, Finsbury pvmt, Auctioneer and Estate Agent High Court Pet Feb 3 Ord Mar 2
COCKING, TOM, Huddersfield, Watchmaker Huddersfield Pet Mar 4 Ord Mar 4
CULLINGFORD, CHARLES, Hampden rd, Upper Holloway Licensed Victualler High Court Pet Feb 7 Ord Mar 4
ELLIOTT, GEORGE THOMAS, Saint Mary Church, Devon, Fish Dealer Exeter Pet Mar 2 Ord Mar 2
EVANS, JOHN, Aston, Warwick, Baker Birmingham Pet Feb 28 Ord Mar 3
FAITH, WILLIAM, Bulkington, nr Nuneaton, Congregational Minister Coventry Pet Mar 2 Ord Mar 2
GEORGE, PHILLIP, Pontardawe, Glam, Colliery Proprietor Neath Pet Jan 20 Ord Mar 3
GOWER, Lord RONALD SUTHERLAND, Well Walk, Hampstead Tunbridge Wells Pet Mar 2 Ord Mar 2
HILL, CHARLES HERBERT, West Bromwich, Roll Turner West Bromwich Pet Mar 3 Ord Mar 3
HOLMES, ARTHUR, Otley, York, Cattle Dealer Leeds Pet Mar 1 Ord Mar 1
JOHNSON, JOHN EDWARD, Bolton, Lancs, Builder Bolton Pet Jan 20 Ord Mar 4
JONES, MARGARET JANE, Newtown, Montgomery Newtown Pet Mar 4 Ord Mar 4
JOSEPH, ISAAC, Caeran, Maesteg, Glam, Miner's Outfitter Cardiff Pet Mar 2 Ord Mar 2
LEE, MARGARET, Hulme, Manchester Manchester Pet Feb 1 Ord Mar 3
MOBBERLEY, RICHARD HAROLD, Kinver, Stafford, Coal Merchant Stourbridge Pet Feb 11 Ord Mar 3
MOSS, PETER JOHN, High st, Whitechapel High Court Pet Jan 18 Ord Mar 3
MURDOCH, JAMES, Landport Hants, Stationer Portsmouth Pet Jan 25 Ord Mar 1
NADEN, TRISTRAM, Macclesfield, Gentleman's Outfitter Macclesfield Pet Feb 17 Ord Mar 3
NAHAS, JOSEPH, Manchester, Shipper Manchester Pet Feb 4 Ord Mar 2
NICKLIN, GEORGE JAMES, Birmingham, Commercial Traveller Birmingham Pet Feb 24 Ord Mar 2
NORMAN, ERNEST, Dock rd, Tilbury Docks, Grocer Chelmsford Pet Jan 10 Ord Mar 1
POTTER, HARRY, Norwich, Hosier Norwich Pet Feb 13 Ord Mar 4
QUARTON, THOMAS HENRY, Scunthorpe, Fish Dealer Great Grimsby Pet Mar 1 Ord Mar 1
RIMMINGTON, FRED, and GEORGE RIMMINGTON, Leicester Builders Leicester Pet Mar 4 Ord Mar 4
SANDLAND, ROBERT DICKEN, Leeds, Instructor in Physical Culture Leeds Pet Mar 2 Ord Mar 2
SASOVSKY, PHILLIP, Brick ln, Whitechapel, Out of business (formerly Hosier) High Court Pet Mar 2 Ord Mar 2
SCHAUMLOEFFEL, JACOB, Leman st, Whitechapel High Court Pet Feb 8 Ord Mar 4
SMITH, REUBEN, Haslemere, Surrey, Builder Guildford Pet Feb 7 Ord Mar 3
SYKES, WILLIAM, Linthwaite, nr Huddersfield, Farmer's Man Huddersfield Pet Mar 4 Ord Mar 4
TAGGETT, JOHN, Crumlin, Mon, Collier Newport, Mon Pet Mar 4 Ord Mar 4
TALLEY, WILLIAM JAMES, Southsea, Shipwright Portsmouth Pet Mar 1 Ord Mar 1
THOM, FRANCIS WALTER, White Lion st, Spitalfields, Hat Trimming Manufacturer High Court Pet Mar 3 Ord Mar 4
THORPE, CECIL, Wells st, Jermyn st High Court Pet Dec 9 Ord Mar 2
URWIN, JAMES, Church st, Clapham rd, Licensed Victualler High Court Pet Mar 1 Ord Mar 3
WATERALL, HORACE GEORGE, Edgware rd, Lithographic Printer High Court Pet Mar 2 Ord Mar 2
WELCH, KATE ROSSITER, Winton, Bournemouth Poole Pet Mar 4 Ord Mar 4
WOODHEAD, GEORGE, Leeds, Tobacconist Leeds Pet Mar 4 Ord Mar 4
WRENNALL, CUTHBERT, Claughton on Brock, Lancs, Farmer Preston Pet Mar 4 Ord Mar 4